

PROJECT MANUAL

**WATER TREATMENT PLANT
NEW FILTER ADDITION**

JULY 2026

PREPARED BY:



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PREPARED FOR:

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END OF SECTION

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Village of Lithopolis, 11820 Lithopolis Road NW, Lithopolis, Ohio 43136 until 10:00 a.m. on August 17, 2026, and will be opened and read immediately thereafter for the

WATER TREATMENT PLANT FILTER ADDITION PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: \$1,450,900

SUBSTANTIAL COMPLETION DATE: 365 DAYS FROM NOTICE TO PROCEED

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

Bids must be in accordance with drawings and specifications and on forms available from Verdantas LLC at a non-refundable cost of One Hundred Dollars (\$100.00) for hard copies and Forty-Five Dollars (\$45.00) for electronic files. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

This project will be funded by the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

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

Publish: *Village of Lithopolis website, www.lithopolis.org, July 24, 2026*

SECTION 002113 - INSTRUCTIONS TO BIDDERS

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

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ARTICLE 1 DEFINED TERMS

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

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

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 QUALIFICATIONS OF BIDDERS

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

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

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

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

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

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

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

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

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

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

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

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

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

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On

request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 PRE-BID CONFERENCE

5.01 A prebid conference will be held at **10:00 A.M. local time on Tuesday, August 3rd, 2026 at the Village of Lithopolis Water Treatment Plant, 5664 Elder Lane, Canal Winchester, Ohio, 43110**. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 SITE AND OTHER AREAS

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

ARTICLE 7 INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 BID SECURITY

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

A. A Bid Guaranty in the amount of 100% of the Bid, or

B. A Certified Check, or Cashier's Check, or a Letter of Credit, pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid.

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

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

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

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

ARTICLE 9 CONTRACT TIMES

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

ARTICLE 10 LIQUIDATED DAMAGES

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

ARTICLE 11 SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may,

before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

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

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

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

ARTICLE 13 PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

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

ARTICLE 15 SUBMITTAL OF BID

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

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

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

ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 OPENING OF BIDS

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

ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 EVALUATION OF BIDS AND AWARD OF CONTRACT

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

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

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

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

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

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

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

ARTICLE 20 CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 SIGNING OF AGREEMENT

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

ARTICLE 22 SALES AND USE TAXES

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

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

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

ARTICLE 23 RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 WAGE RATE DETERMINATION

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

ARTICLE 25 LAWS, ORDINANCES, AND REGULATIONS

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

ARTICLE 26 FINDINGS FOR RECOVERY

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

ARTICLE 27 EEO REQUIREMENTS

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

ARTICLE 28 FUNDING

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

ARTICLE 29 SMALL BUSINESS UTILIZATION

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

ARTICLE 30 REQUIRED BID RESPONSE

30.01 Bidders shall, at a minimum, submit the following documentation as a part of their Bid. Submissions not including one or more of these items may be deemed non-responsive.

Section 004300	Bid Guaranty and Contract Bond (or alternate form of Bid Security in accordance with the Ohio Revised Code
Section 004450	Bid Conditions – OEPA Assisted Construction Projects (Excerpts as follows: Contractor Equal Employment Opportunity Certification Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form 6100-3 - DBE Proposed Subcontractor Performance Form (for each subcontractor noted on Form 6100-4) Form 6100-4 – DBE Subcontractor Utilization Summary American Iron and Steel Acknowledgement
Section 004513	Bidder's Qualifications
Section 004519	Non-Collusion Affidavit
Section 004533	Certification of Non-Segregated Facilities
Section 004547	Proposal Affidavit (applicable to corporations)

ARTICLE 31 OPINION OF PROBABLE COST

31.01 The opinion of probable cost related to the project reflected within the Specifications is \$1,450,900 as of July 22, 2026.

END OF SECTION

SECTION 003100 - INFORMATION AVAILABLE TO BIDDERS

1.01 SUBSURFACE INVESTIGATION REPORT

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

2.01 INTERPRETATION

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

END OF SECTION

BID FORMS

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

SECTION 005100 - NOTICE OF AWARD

DATE: _____, 20____

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: _____

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

The Contract Price of your contract is \$_____.

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

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

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

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

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

OWNER: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

(Bidder)

this _____ day of _____, 20____

By _____

Title _____

Copy to Engineer.

END OF SECTION

SECTION 005200 - AGREEMENT

THIS AGREEMENT is by and between _____

(hereinafter all Owner) and _____

(hereinafter called Contractor).

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

ARTICLE 1 WORK

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

The project generally consists of the addition of one (1) 350 gpm combination aeration/detention/filtration unit and related appurtenances at the existing water treatment plant.

ARTICLE 2 THE PROJECT

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

Village of Lithopolis
Water Treatment Plant Filter Addition

ARTICLE 3 ENGINEER

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

ARTICLE 4 CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. Contract

1. The Work will be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance

with Paragraph 14.07B of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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

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

ARTICLE 5 CONTRACT PRICE

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

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

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

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as established at the preconstruction conference during

performance of the Work as provided below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

B. Retainage. Partial payments to Contractor for labor performed under either a unit price or lump sum contract shall be made at a rate of not less than ninety-six percent (96%) of the approved estimate for such labor, in accordance with Ohio Revised Code Sections 153.12 through 153.14, as applicable. The Owner may withhold retainage from approved progress payments in an amount not to exceed four percent (4%) of the approved estimate for labor performed, except to the extent a greater withholding is expressly authorized by applicable law for defective, deficient, incomplete, disputed, or nonconforming Work.

No subcontractor shall be paid at a rate lower than the rate being paid to the Contractor by the Owner for the corresponding Work. Contractor shall include in each subcontract provisions requiring that payments to subcontractors comply with this paragraph and applicable Ohio law.

The provisions of this paragraph supersede any inconsistent retainage percentage, reduction threshold, payment rate, or retainage-release provision contained elsewhere in the Contract Documents.

C. Release of Retainage at Substantial Completion. When the major portion of the Project, or a divisible portion thereof, is substantially completed and occupied, in use, or otherwise accepted by Owner, and there exists no other reason to withhold retainage, Owner shall release to Contractor the retained percentages held in connection with such portion, together with any interest accrued thereon if required by law, within thirty (30) days of such substantial completion, occupation, use, or acceptance.

Owner may withhold only that amount reasonably necessary to assure final completion of the Project, correction of defective or nonconforming Work, completion of punch list items, delivery of required closeout documents, satisfaction of claims, or other amounts permitted to be withheld under the Contract Documents and applicable law. Any retained funds withheld after substantial completion, together with any interest accrued thereon if required by law, shall be paid to Contractor not later than thirty (30) days after final completion of the Project, subject to Owner's right to deduct or withhold amounts otherwise permitted by the Contract Documents or applicable law.

6.03 Material Stored on Site

A. In addition to payments for Work performed, payment may be made for materials and equipment delivered to the Site, or to another storage location approved by Owner and Engineer, and not yet incorporated into the Work, provided such materials and equipment have been inspected and found to comply with the Contract Documents.

B. Payment for approved stored materials and equipment shall be made at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the applicable bid price in a unit price contract. The balance of the invoice cost shall be paid when such materials or equipment are incorporated into and become part of the completed Work.

C. Materials and equipment for which payment has been made shall become the property of Owner under the Contract while in storage; however, if such materials or equipment

are stolen, destroyed, damaged, or otherwise rendered unsuitable before incorporation into the Work, Contractor shall replace them at Contractor's sole expense.

6.04 Retainage Held and Released in Accordance with Ohio Law

A. Retainage shall be withheld, held, reduced, and released in accordance with Ohio Revised Code Sections 153.12 through 153.14, as applicable. No additional retainage shall be withheld after the approved payment of amounts required by applicable Ohio law, except for amounts that Owner is otherwise authorized to withhold under the Contract Documents or applicable law.

B. Retainage shall not be required to be placed into a separate escrow account solely because the Contract has reached fifty percent (50%) completion, unless such escrow is otherwise required by applicable law, funding-agency requirements, or written direction of Owner's legal counsel.

C. Nothing in this paragraph limits Owner's right to withhold amounts reasonably necessary for defective, deficient, incomplete, disputed, or nonconforming Work; unresolved claims; failure to provide required closeout documentation; or other amounts permitted to be withheld under the Contract Documents or applicable law.

6.05 Final Payment

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

ARTICLE 7 HIERARCHY

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

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

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

ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

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

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

- _____
- _____
9. Addenda (_____).
10. Exhibits to this Agreement (enumerated as follows):
- a. Notice to Proceed (pages 005500-1 to 005500-1, inclusive);
 - b. Contractor's Bid (pages 004100-1 to ____, inclusive);
 - c. Supplemental Unit Prices are included as part of the Agreement except as noted:

(_____);
 - d. Delinquent Personal Property Tax Affidavit;
 - e. Evidence of Contract Bond
(letter dated _____ attached);

f. Documentation submitted by Contractor prior to Notice of Award

(_____);

g. (_____);

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

a. Work Change Directives;

b. Change Order(s).

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

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

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

ARTICLE 10 MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Name: _____

Name: _____

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip _____

Phone: _____

Phone: _____

Fax No.: _____

Fax No.: _____

E-mail: _____

E-mail: _____

Designated
Representative: _____

Designated
Representative: _____

License No.: _____
(Where applicable)

Agent for Service of Process:

INSTRUCTIONS FOR EXECUTING AGREEMENT

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

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

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

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

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

CORPORATE SEAL

CERTIFICATE OF OWNER'S ATTORNEY

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

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

CERTIFICATE OF OWNER'S FISCAL OFFICER

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

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

END OF SECTION

SECTION 005400 - DELINQUENT PERSONAL PROPERTY STATEMENT

Name of Bidder: _____

Address: _____

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

If such charge for delinquent personal property tax exists on the general tax list of personal property of Fairfield County, Ohio the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Bidder to the county treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the contract made between the Village of Lithopolis, Ohio and _____ (Name of Bidder) and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax: \$ _____

Penalties: \$ _____

Interest: \$ _____

Bidder: _____

By: _____

Title: _____

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

_____, 20____.

NOTARY PUBLIC

[SEAL]

Ohio Revised Code Section 5719.042

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

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

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

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

Effective Date: 09-21-1982.

END OF SECTION

SECTION 005500 - NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT: _____

CONTRACT NO: _____

CONTRACT FOR: _____

You are hereby notified that the Contract Time under the above Contract will commence to run on: _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions in the Contract Agreement., Section 3.1 the Date of Substantial Completion is: __ calendar days after the date of commencement of the Work specified above, or not later than _____, 20__.

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

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

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

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

OWNER:

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____ day of _____, 20__.

By: _____ Title: _____
(Contractor's Representative)

Copy to Engineer

END OF SECTION

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

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

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

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

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

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

Contractor's Application For Payment No. _____

Application Period:		Application Date:	
To (Owner):	From (Contractor):	Via (Engineer)	
Project:	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		Deductions
Number	Additions	
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$
2. Net change by Change Orders	\$
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$
5. RETAINAGE:	
a. _____ % x \$ _____ Work Completed	\$
b. _____ % x \$ _____ Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$
8. AMOUNT DUE THIS APPLICATION	\$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$	(Line 8 or other - attach explanation of other amount)
is recommended by:		(Engineer) (Date)
Payment of:	\$	(Line 8 or other - attach explanation of other amount)
is approved by:		(Owner) (Date)
Approved by:		Funding Agency (if applicable) (Date)

By:	Date:
-----	-------

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							

SECTION 006516 - CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT TITLE: _____

LOCATION: _____

OWNER: _____

DATE OF SUBSTANTIAL COMPLETION: _____

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

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

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

CONTRACTOR

SIGNATURE

TITLE

DATE

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

ENGINEER

SIGNATURE

TITLE

DATE

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

OWNER

SIGNATURE

TITLE

DATE

END OF SECTION

SECTION 006519 - CERTIFICATE OF FINAL COMPLETION

PROJECT TITLE: _____

LOCATION: _____

OWNER: _____

DATE OF CONTRACT COMPLETION: _____

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

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

CONTRACTOR

SIGNATURE

TITLE

DATE

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

ENGINEER

SIGNATURE

TITLE

DATE

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

OWNER

SIGNATURE

TITLE

DATE

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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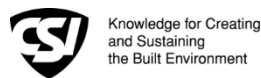
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the

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

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

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

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

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

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

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

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

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer’s - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

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

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put

into use or place in final position said services, materials, or equipment complete and ready for intended use.

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of

the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

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

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

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

3.06 *Electronic Data*

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

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which

the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or

contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

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

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

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

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

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

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the

necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect

to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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

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

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

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

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

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

4.05 Reference Points

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

4.06 Hazardous Environmental Condition at Site

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

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

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

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

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

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

Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

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

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

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

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor

is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

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

another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate

account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in

the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

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

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

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

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

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

approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and

Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and

disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when

prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

c. all information relative to Contractor's responsibilities for means, methods, techniques,

sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

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

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

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

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

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

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

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with

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

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

7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

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

the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract

Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

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

10.05 Claims

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

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

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

1. deny the Claim in whole or in part,
2. approve the Claim, or

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

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

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

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

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

11.01 Cost of the Work

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

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

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

and Contractor shall make provisions so that they may be obtained.

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

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective

Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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

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

11.02 Allowances

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

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

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

11.03 Unit Price Work

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

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

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

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

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

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

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

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

12.01 Change of Contract Price

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

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net

change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

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

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

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

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

13.04 *Uncovering Work*

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

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

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the

amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or
2. correct such defective Work; or

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

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

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

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

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

13.08 *Acceptance of Defective Work*

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

If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

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

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

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

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

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

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

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

B. Review of Applications

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on

Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

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

D. Reduction in Payment

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

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

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

the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

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

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

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

14.05 *Partial Utilization*

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

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

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

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

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

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

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

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

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

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special

guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

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

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

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

15.03 *Owner May Terminate For Convenience*

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

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

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor,

materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for

mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are

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

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will

survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 008000 - SUPPLEMENTARY CONDITIONS

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

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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- SC-1.01.A Insert in the first sentence after the phrase “printed with initial capital letters” the following phrase:
- “or with capital letters”
- SC-1.01.A.2 The definition presented for “Agreement” shall also apply to an “Owner-Contractor Agreement”.
- SC-1.01.A.12 Add the following sentence at the end of the paragraph:
- “The term Contract Documents shall also include the Invitation to Bid and the Instructions to Bidders.”
- SC-1.01.A.17 The following Drawings are part of the Contract Documents:
- Title: Water Treatment Plant New Filter Addition
- Revision No.: 4
- Date: July 22, 2026
- Sheets: 1 through 19, inclusive
- as prepared by Verdantas LLC.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- SC-2.01.A Insert in the first sentence after the phrase “such bonds” the following phrase:
- “insurance certificates, insurance endorsements, and other documents”
- Insert at the end of the first sentence after the phrase “required to furnish” the following phrase:

“under the Contract Documents”

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

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

SC-2.02 Copies of Documents

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

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

SC-2.05 Before Starting Construction

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

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

SC-2.07 Initial Acceptance of Schedules

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

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03.A.1 Insert in the first sentence of Paragraph 3.03.A.1 of the General Conditions before the phrase “Before undertaking” the following phrase:

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

- SC-3.03.A.3 Add the following language at the end of Paragraph 3.03.A.3 of the General Conditions:
- “or Contractor failed to perform its obligations under the Instructions to Bidders.”
- SC-3.03.A Add the following language at the end of Paragraph 3.03.A of the General Conditions:
4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).
- SC-3.03.B.1 Add the following language at the end of Paragraph 3.03.B.1 of the General Conditions:
2. Within the Contract Documents, requirements of the Agreement shall take precedence over the General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.
3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

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

SC-4.01 *Availability of Lands*

- SC-4.01.B Delete Paragraph 4.01.B to the General Conditions in its entirety and insert the following in its place:
- Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

SC-4.02 *Subsurface and Physical Conditions*

- SC-4.02.A Add the following language at the end of Paragraph 4.02.A of the General Conditions:
3. In the preparation of Drawings and Specifications, ENGINEER has relied upon the reports of physical conditions of the site of the Work as identified in Specification Section 00300 – Information Available to Bidders.

SC-4.03 *Differing Subsurface and Physical Conditions*

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

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

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

“within 48 hours”

SC-4.04 Underground Facilities

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

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

SC-4.05 Reference Points

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

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

SC-4.06 Hazardous Environmental Condition at Site

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

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

B. Not Used.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 Performance, Payment; and Other Bonds

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

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

by the Contract Documents.

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

“and meet the other requirements of the Contract Documents”

SC-5.03 Certificates of Insurance

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

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

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

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

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

SC-5.04 Contractor's Liability Insurance

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

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

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

SC-5.04.B.7 Amend in Paragraph 5.04.B.7 of the General Conditions the phrase “completed operations insurance” to read “products and completed operations insurance”.

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

C. The limits of liability for the insurances required by paragraph 5.04 of the

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

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

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

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

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

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

- 1) Broad Form Property Damage Coverage.
- 2) An elimination of the exclusions with respect to property under the care, custody, or control of the Contractor. In lieu of

elimination of the exclusion, the Contractor may provide Builder's Risk or Installation floater coverage for property under the care, custody, or control of the Contractor.

- 3) Explosion, Collapse, and Underground coverage applicable under Property Damage Liability Insurance.
 - 4) Contractual Liability Coverage.
 - 5) Independent Contractor Coverage.
 - 6) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
3. Comprehensive Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:

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

b. Property Damage:

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

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

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

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

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

1. Contractor's insurance shall be primary and non-contributory.
2. Insurance policies shall be written on an occurrence basis only.
3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser

amount.

4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

SC-5.06 Property Insurance

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

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

1. This insurance shall:

- a. include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);

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

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

- d. cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;

- e. allow for partial utilization of the Work by Owner;

- f. include testing and startup; and

- g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days

written notice to each other additional insured to whom a certificate of insurance has been issued.

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

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

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

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

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.02 Labor; Working Hours

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

“shut down dates as defined in the Agreement,”

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B.

C. Costs incurred by the Owner related to inspection of Work performed by the Contractor, at the Contractor’s discretion, outside of regular working hours and not approved, in writing, by the Owner, shall be the responsibility of the Contractor. The Owner may deduct these costs from the periodic and final payment requests submitted by the Contractor.

SC-6.03 Services, Materials, and Equipment

SC-6.03.B Add the following to the end of Paragraph 6.03.B of the General Conditions.

Contractor and Supplier warrant that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

SC-6.06.A Add the following to the end of Paragraph 6.06.A of the General Conditions.

If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may

request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-6.06 Add the following new paragraph immediately after Paragraph 6.06.G.

F. The Owner or the Engineer may furnish to any Subcontractor or Supplier to the extent practicable, information about amounts paid to the Contractor on account of Work performed for the Contractor by a particular Subcontractor or Supplier.

SC-6.08 Permits

SC-6.08 Add the following new paragraph immediately after Paragraph 6.08.A.

B. Refer to the General Requirements for additional permit information.

SC-6.10 Taxes

SC-6.10 Add the following new paragraphs immediately after Paragraph 6.10.A.

B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

SC-6.12 Record Documents

SC-6.12.A Delete the last sentence of Paragraph 6.12.A of the General Conditions and insert the following in its place:

The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial Completion, for the Engineer's review and transmittal to the Owner.

SC-6.14 Safety Representative

SC-6.14 Add the following new paragraph immediately after Paragraph 6.14.A.

B. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-6.20 Indemnification

SC-6.20.A Delete Paragraph 6.20.A in its entirety and insert the following:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

SC-6.20.C Delete Paragraph 6.20.C of the General Conditions in its entirety, including Paragraph 6.20.C.1 and Paragraph 6.20.C.2.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.04 *Claims by Other Contractors*

SC-7.04 Add the following new paragraph immediately after Paragraph 7.03.

7.04 *Claims by Other Contractors*

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Contractor shall promptly attempt to settle with such other contractor by agreement or to otherwise resolve the dispute by arbitration or at law.

B. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Owner or Engineer, Contractor shall indemnify Owner and Engineer as required under Paragraph 6.20.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraph immediately after Paragraph 9.03.A.

B. Resident Project Representative personnel on this project may include personnel furnished by Owner, Engineer, or both. The duties and responsibilities of the Resident Project Representative(s) include the following:

1. Review schedules as required in Paragraph 2.05.A of the General Conditions and amendment thereto.

2. Attend conferences and meetings with Contractor.
3. Serve as liaison between Engineer and Contractor and help Engineer serve as liaison between Owner and Contractor.
4. Conduct on-site observation of the work.
5. Observe tests, equipment, and system startups.
6. Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification.
7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site), and furnish periodic reports to Engineer of the progress of the Work.
8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Engineer concerning acceptance of the Work.
9. Review Payment Applications from Contractor.

The Resident Project Representatives shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
9. Offer interpretation of the Contracts Documents without consultation with and direction from the Engineer.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

SC-10.05 Claims

SC-10.05.B Add the following to the end of Paragraph 10.05.B of the General Conditions.

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

SC-11.03 Unit Price Work

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total unit cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and
2. If there is no corresponding adjustment with respect to any other item of Work; and
3. If the Contractor believes that it has incurred additional expense as a result thereof; or
4. If the Owner believes that the quantity variation entitles it to an adjustment in unit price,

either the Owner or the Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

SC-12.03 Delays

SC-12.03.A Add the following language at the end of Paragraph 12.03.A of the General Conditions:

Abnormal weather conditions shall be defined as conditions related to temperature and precipitation not reasonably anticipatable for the region. The

following chart defines the number of days of inclement weather deemed normal for the project area. Conditions beyond the given limits are deemed abnormal.

Month	Days with 0.10 inch Precipitation, or more	Days with 32 Degrees F, or less
January	14	26
February	12	23
March	14	20
April	14	6
May	13	0
June	12	0
July	11	0
August	9	0
September	8	0
October	8	3
November	11	15
December	12	24

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

SC-13.03 Tests and Inspections

SC-13.03.A Add the following language at the beginning of Paragraph 13.03.A of the General Conditions:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Testing laboratories are subject to the approval of Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following language at the end of Paragraph 13.03.A of the General Conditions:

Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification

requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

SC-13.09 Owner May Correct Defective Work

SC-13.09.A Delete Paragraph 13.09.A in its entirety and insert the following:

If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Progress Payments

SC-14.02.A.1 Insert after the first sentence of Paragraph 14.02.A.1 of the General Conditions the following sentence:

The Application for Payment shall be in the form and submitted in the number of copies (with all related documents), as required by the Contract Documents.

SC-14.02.A.1 Add the following new paragraphs immediately after Paragraph 14.02.A.3.

4. Contractor shall submit on 8-1/2 by 11 paper each lien waiver submitted. The lien waiver shall be submitted in the same number or copies as the Application for Payment. The copies of the lien waiver submitted shall include at least one original.

5. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

6. All stored equipment and materials for which payment is requested

shall have invoices included with the Application for Payment. Equipment shall be identified thoroughly on the invoices, including serial numbers. The invoices shall be submitted in the same number or copies as the Application for Payment.

7. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

8. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-14.02.C.1 Delete the word "Ten" in the first sentence of Paragraph 14.02.C.1 of the General Conditions and insert the following in its place:

"Thirty"

SC-14.04 Substantial Completion

SC-14.04 Add the following new paragraphs immediately after Paragraph 14.04.D.

E. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others.

F. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, the inspections will be performed at the Contractor's expense.

SC-14.06 Final Inspection

SC-14.06 Add the following new paragraph immediately after Paragraph 14.06.A.

B. The ENGINEER will conduct one (1) inspection for the final payment application review when requested to by the CONTRACTOR. If the ENGINEER determines that the contract is not complete in accordance with the approved contract documents the CONTRACTOR will be assessed for each additional inspection.

END OF SECTION

SECTION 00850 - FUNDING AGENCY REQUIREMENTS

ARTICLE 1 GENERAL

1.01 This project is funded in part by one or more federal and/or state agencies. As such, the provisions those funding programs are applicable to this project and each Contractor will be required to comply in all aspects to the provisions set forth.

ARTICLE 2 SPECIFIC AGENCY REQUIREMENTS

2.01 Ohio Environmental Protection Agency

A. This project is being funded in part through the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractor must comply with the various requirements of this agency as listed herein.

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

2. Small Business Utilization in Rural Areas (SBRA): This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRA's). Contractor shall comply with the provisions set forth in U.S. Environmental Protection Agency Rural Area Business Enterprise Development Plan.

3. Contract Change Orders: Contract Change Orders for this project require coordination with, and approval by, the Ohio Environmental Protection Agency. Refer to Section 00941 for additional information and instructions.

4. Disadvantaged Business Enterprises (DBE) Utilization Policies: In compliance with the provisions of the requirements associated with the OEPA Disadvantaged Business Enterprises (DBE) Utilization Policy, the Contractor, shall:

- a. pay its Subcontractor(s) for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Owner.
- b. notify the Owner in writing prior to the termination of any Disadvantaged Business Enterprise Subcontractor for the convenience of the Contractor.
- c. employ documented good faith efforts as outlined herein to solicit a replacement Subcontractor for any DBE Subcontractor who fails to complete to complete work under their subcontract for any reason. Good faith efforts include:
 - 1) Ensure Disadvantaged Business Enterprises (DBE's) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBE's on solicitation lists and soliciting them whenever they are potential sources.

- 2) Make information on forthcoming opportunities available to DBE's and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE's in the competitive process. This includes, whenever possible, posting solicitation for bids a minimum of 30 calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBE's. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBE's in the competitive process.
- 4) Encourage subcontracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- d. employ documented good faith efforts as outlined above in identifying Subcontractors to participate in this project even if the Contractor has achieved its fair share objectives.
- e. Provide **Form 6100-2 - DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. This form gives the DBE subcontractor the opportunity to describe the work the DBE received from the Bidder, the actual amount the DBE was paid and any other concerns the DBE might have. After the work has been completed, DBE subcontractors shall submit the completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below.

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
 USEPA, Acquisition and Assistance Branch
 77 West Jackson Boulevard (MC-10J)
 Chicago, IL 60604

During construction, provide the data necessary for the Owner to report MBE/WBE accomplishments on **Form 5700-52A** annually (within 15 days after each October 1st).

5. Anti-discrimination Clause: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Prohibition on Telecommunications and Video Surveillance: Under the terms of the funding on this project, restrictions apply to loan recipients and subrecipients regarding certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)**. Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - 1) Procure or obtain, extend or renew a contract to procure or obtain;
 - 2) Enter into a contract (or extend or renew a contract) to procure; or
 - 3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

END OF SECTION

Ohio Environmental Protection Agency Construction Forms

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

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

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

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, — September 30,				1B. REPORT TYPE ☐ Annual ☐ Final Report (Project completed)	
1C: Revision of a Prior Year Report? ☐ No ☐ Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.					
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER					
2B. RECIPIENT REPORTING CONTACT Name: Email: Phone:					
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)					
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) ☐					
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)					
	Construction	Non-Construction	Total		
Total Procurement:	\$ _____	\$ _____	\$ _____		
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____		
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. ☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. ☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.			5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. ☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified ☐ Other:		
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE		
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE		

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.

Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

c. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or “other” categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

SECTION 008800 - PREVAILING WAGE REQUIREMENTS

ARTICLE 1 GENERAL

1.01 The Contractor and all Subcontractors shall pay employees at a rate not less than the minimum wages specified in the current wage determination in accordance with the Davis-Bacon Act.

1.02 A copy of the wage determination current at the time of Bid has been included for reference.

ARTICLE 2 LABOR STANDARDS PROVISIONS

2.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Davis-Bacon Wage Rate Requirements** as outlined in the Project Manual.

2.02 The Davis-Bacon Wage Rate Requirements included in the Project Manual apply to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with the guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §29 CFR 5.1.

2.03 As outlined in the Davis-Bacon Wage Rate Requirements, “subrecipient” means the **Village of Lithopolis**.

ARTICLE 3 CONTRACT WORK HOURS AND SAFETY STANDARDS PROVISIONS

3.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Contract Work Hours and Safety Standards Act** as outlined in the Project Manual.

3.02 The Contract Work Hours and Safety Standards Act included in the Project Manual applies to any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are in addition to the provisions outlined for contracts in excess of \$2,000.

3.03 As outlined in the Contract Work Hours and Safety Standards Act, the terms “laborers” and “mechanics” include watchmen and guards.

END OF SECTION

Davis-Bacon Wage Rate Requirements

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 the Village of Lithopolis, Ohio.

- (a) *The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public*

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and*
 - (2) The classification is utilized in the area by the construction industry; and*
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department*

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.*
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.*
- (3) Payrolls and basic records.*
 - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the*

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;*
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;*
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe*

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.*
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.*
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.*
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.*
- (10) Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.*

Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

- (b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.*
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.*
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.*
- (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.*
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.*

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

"General Decision Number: OH20260078 05/18/2026"

State: Ohio

Construction Types: Building

Counties: Ohio Counties of
Franklin

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0008-010 03/01/2025		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.23	23.04

BROH0055-006 06/01/2023		
	Rates	Fringes
BRICKLAYER.....	\$ 33.24	19.62

BROH0055-007 06/01/2023		
	Rates	Fringes
TILE SETTER.....	\$ 29.92	16.77
TILE FINISHER.....	\$ 28.31	10.45

CARP0200-003 05/01/2025		
	Rates	Fringes
CARPENTER (SOFT FLOOR LAYER AND FLOOR LAYING - HARDWOOD FLOORS ONLY).....	\$ 35.94	23.59

CARP0200-004 05/01/2025		
	Rates	Fringes
CARPENTER (EXCLUDES ACOUSTICAL CEILING INSTALLATION).....	\$ 35.94	23.59

ELEC0038-004 04/28/2025		
	Rates	Fringes
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....	\$ 46.63	24.92

ELEC0683-004 06/02/2025		
	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....	\$ 43.00	26.37

ELEC0683-007 06/02/2025		
	Rates	Fringes
ELECTRICIAN (EXCLUDES INSTALLATION OF HVAC/TEMPERATURE CONTROLS AND LOW VOLTAGE WIRING)...	\$ 43.00	26.37

ELEV0037-003 01/01/2025		
	Rates	Fringes
ELEVATOR MECHANIC PAID HOLIDAYS: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B. EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS; 6% FOR LESS THAN 5 YEARS'		

SERVICE.....	\$ 57.33	38.44

ENGI0018-043 05/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: BULLDOZER.....	\$ 44.02	16.41
POWER EQUIPMENT OPERATOR (OILER).....	\$ 36.34	16.41
POWER EQUIPMENT OPERATOR (BACKHOE/EXCAVATOR/TRACKHOE; BOBCAT/SKID STEER/SKID LOADER; CONCRETE PUMP; CRANE).....	\$ 44.14	16.41

ENGI0066-048 06/01/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE.....	\$ 32.42	19.66
POWER EQUIPMENT OPERATOR (MECHANIC).....	\$ 32.92	19.66

IRON0172-006 06/01/2025		
	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 40.87	23.15

IRON0550-009 05/01/2025		
	Rates	Fringes
IRONWORKER: ORNAMENTAL.....	\$ 36.00	23.57

LAB00423-003 06/01/2024		
	Rates	Fringes
LABORER (MASON TENDER - BRICK & CEMENT/CONCRETE)....	\$ 32.10	14.20

PAIN1275-001 05/01/2024		
	Rates	Fringes
PAINTER (SPRAY).....	\$ 29.70	14.91

PLUM0189-005 06/01/2025		
	Rates	Fringes
PIPEFITTER.....	\$ 53.00	27.59

SFOH0669-009 04/01/2025		
	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 48.28	28.08

SHEE0024-028 06/01/2022		
	Rates	Fringes
SHEET METAL WORKER (EXCLUDES HVAC DUCT AND UNIT INSTALLATION).....	\$ 33.53	26.36

SUOH2012-080 08/29/2014		
	Rates	Fringes
TRUCK DRIVER: DUMP (ALL TYPES).....	\$ 24.32	11.73
SHEET METAL WORKER (HVAC DUCT AND HVAC UNIT INSTALLATION ONLY).....	\$ 26.26	17.79
ROOFER.....	\$ 25.33	11.37
PLUMBER.....	\$ 25.74	6.45
PAINTER (BRUSH AND ROLLER).....	\$ 23.87	9.42
OPERATOR: ROLLER.....	\$ 28.83	12.72
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 30.28	13.29
OPERATOR: LOADER.....	\$ 29.66	12.61
OPERATOR: FORKLIFT.....	\$ 22.79	12.76
LABORER: PIPELAYER.....	\$ 23.98	8.58
LABORER: LANDSCAPE & IRRIGATION.....	\$ 22.18	8.15
LABORER: COMMON OR GENERAL.....	\$ 21.90	8.60
GLAZIER.....	\$ 22.60	11.02
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.75	3.11
DRYWALL FINISHER/TAPER.....	\$ 20.81	5.27
CEMENT MASON/CONCRETE FINISHER.....	\$ 26.07	12.34
CARPENTER (ACOUSTICAL CEILING INSTALLATION ONLY)....	\$ 24.17	8.61
ABATEMENT WORKER: ASBESTOS (REMOVAL FROM CEILINGS, FLOORS, AND WALLS).....	\$ 22.74	9.25

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 \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ♦SU♦, ♦UAVG♦, ♦SA♦, or ♦SC♦ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

♦SU♦ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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SECTION 008900 - PERMITS

ARTICLE 1 PERMITS OBTAINED BY THE OWNER

1.01 The following permits were obtained by the Owner related to this Project:

A. OEPA – Division of Drinking and Ground Waters Permit to Install

1.02 The above permits have been included as attachments to this section or will be provided to the Contractor in advance of issuance of the Notice to Proceed for this Project. Contractor shall comply with all provisions of these permits and shall be responsible for notifications as required by these permits.

ARTICLE 2 PERMITS OBTAINED BY CONTRACTOR

2.01 Contractor shall obtain all other permits required for the Work.

2.02 Any permits required for dewatering operations shall be obtained and paid for by Contractor.

END OF SECTION



June 29, 2026

Village of Lithopolis
Attn: Amanda Wolin
PO Box 278
Lithopolis, OH 43136

Subject: Project DDAGW-3759; Detail Plans for Lithopolis Village PWS; Village of Lithopolis Water Treatment Plant New Filter Addition; Plans Received January 22, 2025, From Verdantas

Dear Ms. Wolin:

The Ohio Environmental Protection Agency has reviewed the enclosed plans submitted pursuant to Ohio Revised Code Sections 6109.07 et. seq., or accepted the certification of plan review by an authorized professional engineer pursuant to a contract therefore. These plans are approved subject to the condition of compliance with all applicable laws, rules, regulations, and standards. The applicant is responsible for obtaining all other necessary approvals, waivers or releases required by state, federal or local law prior to implementing this plan. Further, all construction must be supervised by a registered engineer, if required by law, or expert qualified in such work.

The enclosed report or project summary sheet(s) contains a description of the facilities approved which may include information regarding approved operating rates, capacities, and requirements, and is incorporated herein.

This approval shall become void five years from the date of this letter unless the facilities are constructed as proposed by that date. By accepting this approval, the applicant acknowledges that this deadline shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio Environmental Protection Agency.

The Division of Drinking and Ground Waters in the Central Office of the Ohio Environmental Protection Agency shall be notified, in writing, as to a) the construction start date; b) the construction completion date; and c) the date the facilities were placed into operation.

This approval shall apply only to those water supply facilities shown on the plans cited above. Any waste handling facilities shown on these plans must have a separate waste handling approval.

This approval covers only the water supply facilities proposed. Sanitary waste handling facilities may need a separate approval by the Ohio Environmental Protection Agency. Other aspects of the project may need approval by the Ohio Department of Health and/or the local health department.

Results of a sieve analysis of all filter media shall be submitted to the District Office. All sieve analyses for sand and anthracite shall be performed according to American Water Works Standard B100-09. All sieve analyses for granular activated carbon shall be performed according to American Water Works Standard B604-12.

Lead solder and flux that exceeds 0.2 percent lead content and any pipe or pipe fitting that exceeds a 0.25 percent lead content shall not be used in the installation of the proposed facilities.

The owner shall provide for the proper maintenance and operation of the water supply and distribution system.

Necessary measures shall be taken to ensure that there will be no cross connections between the public water supply and any private water supply. The local health department shall be notified of any private water wells

which will no longer be used as sources of potable water and which should be abandoned.

The supplier of water shall ensure that no person shall install or maintain a water service connection where a booster pump has been installed, unless an approved method is in place and operational to maintain a minimum suction pressure in accordance with Ohio Administrative Code Rule 3745-95-07.

The owner shall contact the appropriate district of the U.S. Army Corps of Engineers regarding each stream or wetland crossing proposed as part of this project. If a 404 permit is determined to be necessary by the Corps of Engineers, the owner shall acquire a Section 404 Permit and 401 Water Quality Certification, before impacting any waters of the state as a part of this project.

Operator of Record

In accordance with Ohio Administrative Code (OAC) Rule 3745-7-02(A)(1), the person owning or operating a public water system shall designate one or more operator of record (ORC) to oversee the technical operation of the public water system or each water treatment plant and distribution system within a public water system. Each operator of record shall have a valid certification of a class equal to or greater than the classification of the public water system, distribution system or water treatment plant.

In accordance with OAC Rule 3745-7-02(A)(1)(a) and (b), the owner of a public water system shall notify the director of the identity of an ORC within three days of a change on a form acceptable to Ohio EPA.

On the issuance date of this plan approval, the classification for the public water system will remain a Class I, the classification of the distribution system will remain a Class I.

The owner or operator of the public water system shall ensure that an operator of record with a Class I or higher certificate is physically present at the facility to perform the technical operations of the facility. The minimum staffing time for your facility is 3 days per week for a minimum of 1.5 hours per week, unless the Director has approved a minimum staffing time reduction.

The owner of a class I distribution system shall ensure that a professional operator of record or a professional operator that is certified in the field of water distribution or water supply, class A operators excluded, performs visits to any portion of the distribution system at least 3 days per week. The owner of the distribution system shall maintain documentation regarding their authorization of individuals other than the professional operator of record to perform these visits.

In accordance with OAC Rule 3745-7-03(D)(1), the operator of record of the public water system shall be available during all periods of public water system operation.

In accordance with OAC Rule 3745-7-03(D)(2), daily visits shall be performed by the owner, supplier, or his representative or agent seven days per week and noted in the operational and maintenance records required by rule 3745-7-09 of the Administrative Code. Daily visits shall not be necessary when the public water system is not in operation.

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Rule 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the director of the Ohio Environmental Protection Agency or his representative. In addition, a well sealing report shall be filed with the Ohio Department of Natural Resources, Division of Water, within 30 days of completion, in accordance with Section 1521.01 of the Ohio Revised Code.

Any person installing any well, well point, pit, or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised Code, Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the Chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Division of Water
Ohio Department of Natural Resources
Fountain Square
Columbus, OH 43224-1387
(614) 265-6717

Air Pollution Control Requirements: Fugitive dust generated by this water line project shall be controlled as specified in OAC 3745-17-08(B).

A National Pollutant Discharge Elimination System (NPDES) permit will be required if the construction project results in a disturbance greater than or equal to one acre. As a requirement of the permit, a Storm Water Pollution Prevention Plan (SWPPP) must be developed before submitting the Notice of Intent (NOI) for coverage under the permit. The NOI must be submitted 45 days prior to beginning construction. To obtain the application form and relevant information, please contact Ohio EPA's stormwater coordinator at **(614) 644-2001**.

Special Condition

1. The Village of Lithopolis must provide a detectable free chlorine residual at the dualator effluent to ensure continuous regeneration of the filter media. A free chlorine residual of approximately 0.5 mg/L is recommended at the filter effluent. Each dualator effluent must be monitored for free chlorine residual at least once per month, and the results must be documented in the comments section of the monthly operating report or in other maintenance and operation records that can be made available for review.

The proposed facility may be constructed only in accordance with plans approved by the director of the Ohio Environmental Protection Agency. There may be no deviation from the approved plans without the express, written approval of the agency. Any deviation from the approved plans or the above conditions may lead to sanctions and penalties provided under Ohio law. Approval of these plans does not constitute an assurance that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed facilities prove to be inadequate or cannot meet applicable standards.

If a Water Supply Revolving Loan Account (WSRLA) loan is desired, it will be necessary to comply with the requirements of Ohio Revised Code 6109.22. If compliance with WSRLA requirements necessitates any revisions to the plans as herein approved, a resubmittal and approval of the plans will be required before construction.

Should there be any questions regarding the requirements, meaning, or interpretation of any of the above which we may clarify, please contact the Division of Drinking and Ground Waters, Central Office, Ohio Environmental Protection Agency.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer of the State of Ohio", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, OH 43215

Ohio EPA has developed a customer service survey to get feedback from regulated entities that have contacted us for regulatory assistance, or worked with the Agency to obtain a permit, license or other authorization. Ohio EPA's goal is to provide our customers with the best possible customer service, and your feedback is important to us in meeting this goal. Please take a few minutes to complete this survey and share your experience with us at www.epa.ohio.gov/survey.aspx.

Village of Lithopolis
June 29, 2026
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Sincerely,

A handwritten signature in black ink, appearing to read 'J. Logue'.

John Logue
Director

cc: Fairfield County Health Department
Eric Sandine, Village of Lithopolis
Barbara Anderson, P.E., Verdantas
Janet Mead, P.E., Verdantas
Maria Lucente, P.E., Ohio EPA, DDAGW
Michael Santone, Ohio EPA, DDAGW
Emma Tobin, Ohio EPA, DEFA
Anna Collard, Ohio EPA, DEFA
Celeste A. Bronson, E.I., Ohio EPA, DDAGW

SECTION 009113 – ADDENDA

ARTICLE 1 GENERAL

1.01 All Addenda issued by the OWNER/ENGINEER shall be inserted into this section.

1.02 If Addenda are issued, all prospective bidders are hereby notified that the Addenda forms a part of the Bidding and Contract documents and modifies the original bidding and contract documents issued. Acknowledge receipt of this addendum in the space provided in the bid proposal section of the specifications. Failure to do so may subject the bidder to disqualification.

END OF SECTION

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- ☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease)

Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

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		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.
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		
Ohio EPA Acceptance		Chief Engineer
Date		Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.

The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.

Field Order
No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

[illegible]

Attachments:

Engineer:

Receipt Acknowledged by (Contractor):	Date:
---------------------------------------	-------

Copy to Owner

SECTION 011100 - SUMMARY OF WORK

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 LOCATION OF THE PROJECT

- A. The project is located in the Village of Lithopolis, Fairfield County. The project site is at the Village of Lithopolis Water Treatment Plant (WTP), 5664 Elder Lane, Canal Winchester, Ohio 43110.

1.3 CONTRACT DOCUMENTS

- A. The Contract Documents include the Project Manual and the Drawings.
- B. The Project Manual consists of one (1) volume of Contract Documents that includes the Legal Notice, Table of Contents, Instructions to Bidders, Forms to be completed with the Bid, Contract Forms, General Conditions, Supplementary Conditions, Specific Project Requirements and technical specifications.
- C. The Contract Drawings consist of plans illustrating the work to be performed at the Existing WTP facility:
 - 1. General – 00G-01 through 04 Series
 - 2. Site Plan – 01C-01 & 02 Series
 - 3. Structural Plans – 10S-01 & 10S-02 Series
 - 4. Process Improvements – 10D-01 through 03 Series
 - 5. Site, Structural and Process Details – 20C-01, 20S-01 through 02, and 20D-01 through 20D-02 Series
 - 6. Electrical – E-01 through 03 Series.
- D. In general, these Specifications describe the work to be performed by the various trades. 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.
- E. It is advised that the Contractor and all Subcontractor(s) familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

1.4 PROJECT DESCRIPTION

- A. The Village of Lithopolis WTP is ground water treatment facility rated to produce 0.5 MGD of potable drinking water. This project will provide an addition of one (1) 350 gpm

combined aeration, detention and filtration unit (Filter No. 2) for the removal of iron and related appurtenances at the existing water treatment plant. The operation will alternate with the existing Filter No. 1 unit, only one unit will be in operation at a time. Only one filter unit will be in operation while the second will remain in standby mode. The improvements include:

1. Mobilization and demobilization related to the project, inclusive of costs associated with bonding and insurance. (Bid Item 1)
2. Furnish and install new Filter No. 2 complete. (Bid Item 2)
3. Furnish and install a replacement filter / softener control panel to support operation of existing Filter No. 1, proposed Filter No. 2 and the existing softeners. Panel shall incorporate space for the future addition of Softener No. 3. (Bid Item 3)
4. Furnish and install complete heat trace system on the exterior piping for Filter No. 2. (Bid Item 4)
5. Furnish and install modifications to the existing chemical feed systems (chlorine gas and potassium permanganate) to incorporate the proposed filtration unit and to support operational selection between filtration units. Work shall include provision of new solenoid valves and other appurtenances for the chemical feed systems. The solenoid valves shall be interfaced with the filter control system. (Bid Item 5)
6. SCADA integration and control programming via an allowance as outlined herein. (Bid Item 6 – SCADA System Integration and Programming)
7. Furnish and install complete, the electrical improvements required to interface the new filtration unit with the existing MCC and related equipment. (Bid Item 7)
8. Complete Blast and Repaint of Exterior of Existing Filter No. 1 and related piping. (Bid Item 8).
9. Furnish and install complete heat trace insulation & jacketing on the exterior piping for Filter No. 1 & air scour blower, as per plan. (Bid Item No. 9).

1.5 SCHEDULES AND SEQUENCE OF CONSTRUCTION

- A. Contractor shall provide schedules for performance of the Work in accordance with the provision set forth within the General Conditions. The schedule(s) shall detail all phases of construction to completion with milestones and associated dates. The schedule(s) shall be presented in a format acceptable to the Owner and Engineer.
- B. In preparation of the schedule(s), Contractor shall take into account the following critical component work sequence required by the Owner:
 1. Complete shop drawing submittals for all project components. Provide submittals to the Engineer for review in a timely, sequenced fashion and avoid last minute, multiple submissions.
 2. Fully mobilize to the project site and establish erosion controls and site security.
 3. Construct components and piping required for operation of new Filter No. 2 unit, including new concrete foundation, and extension of the 10-inch backwash waste cleanout line.
 4. Selective demolition to the existing raw water influent, treated effluent piping, chemical feed line and air supply header to connect piping from the new Filter No. 2 unit. Coordinate with Engineer and Owner to make these modifications when interruption of WTP operation (short outage) is required.

5. Electrical Improvements interface of the new filter / softener control panel and related appurtenances.

- C. The Contractor will be required to provide his own detailed sequence of construction in writing prior to commencing any work. The Contractor is responsible to maintain the proper operation of the WTP during construction. Below is a probable generalized sequence of construction:

1.6 EXISTING SERVICES, STRUCTURES AND UNDERGROUND FACILITIES

- A. Interruption of existing utility services shall be kept to an absolute minimum and shall be limited to times approved by the Owner.
- B. Work shall not commence until all labor, materials and equipment are available and Work can continue without interruption or delay.
- C. Cooperate with Owner and utility companies in keeping respective services and facilities in operation and repair any damaged utilities to the satisfaction of the utility owner.
- D. Contractor shall not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Owner.
- E. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- F. Contractor shall notify the Ohio Utilities Protection Service (OUPS), (1-800-362-2764), and any other non-OUPS/non-OGPUPS utility a minimum of 48 hours prior to commencing work on the project to coordinate the marking of utilities in the field. Based on information made available by the various utility companies, the companies shown in the Drawings have facilities in the area.

1.7 PROTECTION OF WORK AND IMPROVEMENTS

- A. Contractor shall protect the property of the Owner, existing improvements, and the Work installed by the Contractor and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. Contractor shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. Contractor shall keep property, existing improvements and the Work, including structures, mains, fittings and accessories free from dirt and foreign matter at all times.
- D. Contractor shall provide temporary plugging of openings, holes and pipe ends that are existing or that the Contractor has installed.
- E. Property, improvements and Work damaged by Contractor shall be repaired or replaced by Contractor to the satisfaction of the Owner.

1.8 CONTRACTOR USE OF SITE

- A. The existing plant is an operational plant and must remain in continual operation at all times. The Work of this Contractor, or its personnel, shall not interfere in any way with daily operations of the facility. Portions of plant may be shut down for connection of piping, electrical work, etc. for a maximum of 4 hours and then only as approved by the Owner. Request of partial shutdown shall be submitted to Owner and Engineer, in writing, no less than 48 hours prior to requested shutdown period.
- B. The Contractor will need to coordinate with the Village Administrator ahead of time for any periods of work beyond normal work hours.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011100

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.

1.6 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 personnel and Subcontractor personnel.

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.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011419

SECTION 012000 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Measurement and payment criteria applicable to the Work performed under a lump sum and/or unit price payment methods.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Contractor shall take all measurements and compute quantities. The Owner or Engineer will verify measurements and quantities.
- B. Contractor shall assist by providing necessary equipment, labor, and survey equipment as required when requested by Owner or Engineer.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities supplied or placed in the Work and verified by the Owner or Engineer determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
- C. If a substantial change in quantity of any line item is anticipated, the Contractor shall notify the Owner or Engineer immediately.

1.4 GENERAL REQUIREMENTS

- A. Lump Sum and unit prices shall include providing all costs required for the complete construction of the specified unit of work including cost of materials and delivery; cost of installation; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- D. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.
- E. Payment will be made at the respective contract unit and lump sum price for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto.
1. No separate payment will be made for:
 - a. Record Drawings
 - b. Construction of haul roads as may be required.
 - c. Testing

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer and Owner, it is not practical to remove and replace the Work, the Engineer and Owner will direct one of the following remedies:
1. The defective Work may remain, but the unit/lump sum price will be adjusted to a new price at the discretion of the Engineer and Owner.
 2. The defective Work will be partially repaired to the instructions of the Engineer and Owner, and the price will be adjusted to a new price at the discretion of the Engineer and Owner.
 3. The individual specification sections may modify these options or may identify a specific method for modification or correction.
- C. The authority of the Engineer and Owner to assess the defect and identify payment adjustment is final.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from the transporting vehicle.
 4. Products placed beyond the lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling and disposing of rejected Products.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 PAYMENT APPLICATION

A. Required Forms

1. Utilize Application for Payment Form provided in Contract Documents Section of this Project Manual.

B. Preparation of Applications:

1. Present required information in typewritten form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
4. List each authorized Change Order.
5. Prepare Application for Final Payment as specified in Section 017800.

C. Submittal Procedures:

1. Submit a minimum of four (4) originally executed copies of each Application for Payment, Schedule of Values, and supporting documentation including, but not limited to invoices, weight slips, and shipping receipts.
2. Submit an updated construction schedule with each Application for Payment.
3. Payment Period: Submit Application for Payment by the first of each month to the Engineer.
4. Submit with transmittal letter as specified for Submittals in Section 013300.
5. Submit two (2) originally executed waivers for partial payment.
6. Submit two (2) certified payroll reports for payroll period.
7. If requesting payment for stored materials, submit four (4) copies of material invoice and shipping request.
8. Submit any other documentation as requested by the Engineer or Owner.

D. Substantiating Data

1. When Owner or Engineer requests substantiating information, submit data justifying dollar amounts in question.
2. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION 012000

SECTION 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.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Engineer 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 Engineer 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 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: SCADA Integration and Control Programming
 - 1. Scope: The scope of this allowance shall generally include furnishing the equipment necessary for interface of the proposed additional iron filtration unit (Filter #2), the existing iron filtration unit (Filter #1) and the existing softener system

via the new filter / softener control panel with the existing Supervisory Control and Data Acquisition (SCADA) system.

The complete system shall be designed, fabricated, programmed, tested, started up, and warranted by a single supplier to ensure a single source of responsibility. Additional requirements inclusive in the scope have been outlined in the following sections of the project specifications:

- a. Section 409600 - Supervisory Control and Data Acquisition (SCADA) System
- b. Section 463300 - Combined Aeration, Detention Tank, and Filtration Packaged Unit

- 2. Allowance Amount: \$23,500.00
- 3. Required Supplier: Industrial Technology Solutions LLC
7627 Ashworth Place
Columbus, OH 43235
Office: 614-447-0670
Contact: Brian D. Engle
Email: Brian@ITS-Ohio.com

END OF SECTION 012100

SECTION 013100 - COORDINATION, FIELD ENGINEERING AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Coordination – General.
- B. Coordination with Owner's Operations.
- C. Field engineering.
- D. Progress meetings.
- E. Pre-installation conferences.

1.2 COORDINATION - GENERAL

- A. Contractor shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. Refer to Section 001100 – Summary of Work for specific construction sequence.
- B. Contractor shall verify that utility requirement characteristics of operating equipment are compatible with building utilities and coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Contractor shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings and shall follow routing shown for pipes, ducts and conduit as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- D. In finished areas, except as otherwise indicated, Contractor shall conceal pipes, ducts and wiring within the construction and coordinate the locations of fixtures and outlets with finish elements.
- E. Contractor shall coordinate completion and clean-up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. Coordinate work with other site contractors involved in the Project as indicated by the Plans and Specifications, or as directed by the Owner.

1.3 COORDINATION WITH OWNER'S OPERATIONS

- A. The Contractor shall schedule construction activities so as to keep existing Owner's roadways, utilities and facilities in operation at all times unless otherwise approved by the Owner.
- B. Temporary roadways if required to divert traffic around this work area shall be furnished, maintained and subsequently removed by the Contractor.
- C. All temporary pumping, piping or miscellaneous equipment required shall be furnished, maintained and subsequently removed by the Contractor.
- D. All proposed construction sequences, and all process shutdowns and equipment tie-ins shall be scheduled well in advance and shall occur only after being approved by the Owner.

1.4 FIELD ENGINEERING

- A. Contractor shall locate and protect property stakes, legal survey monuments, and survey control and reference points. Contractor shall pay for replacement of disturbed property stakes and legal survey monuments by a Professional Surveyor registered in the State of Ohio and acceptable to the Owner.
- B. Contractor shall provide field engineering services as required to establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- C. Contractor shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by the Contractor under the Contract. Contractor must exercise proper precaution to verify figures before laying out the work, and will be held responsible for any error resulting from their failure to exercise such precaution.

1.5 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by the Owner, Engineer and Contractor. Interval will generally be monthly.
- B. Contractor's project manager, job superintendent, major subcontractors and suppliers shall attend as appropriate to agenda topics for each meeting. Contractor's representatives shall have authority to bind Contractor to decisions at the meetings.
- C. At the meetings the Contractor shall submit typed reports detailing the progress of the Work, compliance with submitted progress schedules and future construction plans affecting the schedule of the Work.
- D. The Engineer will prepare and distribute minutes to all attending parties.

1.6 PREINSTALLATION CONFERENCES

- A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Engineer a minimum of five (5) days in advance of meeting date.
- D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013100

SECTION 013216 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 013300 – Submittals.

1.2 FORMAT

- A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first workday of each week.
- B. Sequence of Listings: In the same sequence as the Bid Schedule contained within this Project Manual or the schedule of values provide for lump sum work.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: Minimum 8-1/2 X 11 inches. Maximum of 22" x 34". All sheets submitted shall be easily reproducible and not requiring to piece together more than 3 sheets.

1.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages, separate floors and other logically grouped activities.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, if applicable, and Products identified under Allowances, if applicable, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.
- F. Indicate delivery dates for Owner furnished products and Products identified under Allowances, if applicable.
- G. Coordinate content with bid schedule or schedule of values as appropriate.

1.4 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of separate contractors.

1.5 SUBMITTALS

- A. Submit Preliminary Progress Schedule in accordance with the requirements outlined in Paragraph 2.05 of the General Conditions.
- B. Submit revised Progress Schedules with each Application for Payment.

1.6 DISTRIBUTION

- A. Distribute copies of reviewed schedules to Project site file, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013216

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included:

1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate Contractor's understanding of the design intent, procedures have been established for advanced submittal of design data and for its review or rejection by the Engineer.
3. The type of submittal requirements specified in this section include shop drawings, product data, samples and other miscellaneous work related submittals.

B. Related work described elsewhere:

1. Additional requirements for submittals are described in other sections of these specifications. Submittals shall conform to Article 6 of the General Conditions.
2. Section 013216 – Progress Schedules
3. Section 017823 – Operation and Maintenance Data

C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.

D. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.

E. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

- F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.
- G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.
- H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.

1.2 IDENTIFICATION OF SUBMITTALS

- A. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:
 - 1. Location
 - 2. Project Name
 - 3. Contract
 - 4. Name and Address of Engineer/Architect
 - 5. Name and Address of Contractor
 - 6. Name and Address of Subcontractor
 - 7. Name and Address of Supplier
 - 8. Name of Manufacturer
 - 9. Number and Title of appropriate Specification Section
 - 10. Drawing Number and Detail References, as appropriate.
 - 11. Submittal Sequence or Log Reference Number.
 - 12. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".

1.3 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items so that information is available for checking each when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.
- C. Review will be performed on a complete submittal as received. The Engineer will not divide a submittal and take separate action on each portion.

1.4 TIMING OF SUBMITTALS

- A. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.

- B. Review of submittals by Engineer will be made and responded to within 21 calendar days after receipt of same unless additional information is required. In lieu of returning a document when supplemental information is required, a written hold notice may be issued which will suspend the review period until a response is received.
- C. If review of a submittal is dependent upon information to be provided via another submittal which has not been received, the first submittal will be held until the second submittal is received. Written notice will be provided to the Contractor regarding the hold status of the first submittal.

1.5 SHOP DRAWINGS

- A. Shop drawings include specially-prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop drawings submitted for all manufactured or fabricated items. See individual technical sections for specialized requirements.
- B. Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.
- C. Contractor shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- D. Shop drawings shall be checked, approved, and stamped by Contractor in accordance with the General Conditions before transmittal to Engineer for review and approval.
- E. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the work.
- F. It is anticipated that electronic submissions of shop drawings will be acceptable. The Contractor shall coordinate with the Engineer to establish a consistent submission process to be applied throughout the project. Where size and complexity warrant, the Engineer may request one full size, hard copy, of specific shop drawings may be requested to supplement and support review. An electronic copy of the shop drawing will be returned to the Contractor if approved. If the shop drawing is not approved, an electronic corrected copy and/or summary of comments will be returned to the Contractor for use in resubmittal.
- G. It is the Contractor's responsibility to provide other affected contractors and/or sub-contractors with copies of approved shop drawings.
- H. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

- I. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.

1.6 REVIEW PROCEDURE

- A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
- B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.
- C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.
- D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
 2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
 3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
 4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.
- E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

1.7 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product Contractor shall submit accurate color charts and pattern charts to Engineer for Owner's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, Contractor shall completely describe the relative capabilities of each.

1.8 SAMPLES AND FIELD MOCK-UPS

- A. Contractor shall provide samples and field mock-ups where noted or specified.
- B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.
- C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture and pattern.
- D. Samples shall have labels firmly attached, bearing the following information:
 - 1. Name of project.
 - 2. Description of product and finish.
 - 3. Name of Contractor.
 - 4. Trade name and number of product.
 - 5. Standards met by the product.
- E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.
- F. Samples, unless otherwise noted, become the property of the Owner.
- G. In situations specifically approved by the Engineer, the retained sample may be used in the construction as one of the installed items.
- H. Field mock-ups:
 - 1. Contractor shall erect field mock-ups at the project site in a location acceptable to the Owner and the Engineer.
 - 2. When accepted by the Engineer, the mock-up will become the basis for comparison of the actual work.
 - 3. Remove mock-up at conclusion of the work if it was not incorporated into the work.

1.9 PRODUCT DATA

- A. Contractor shall provide product data as required to supplement shop drawings.

- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the work.
- C. Contractor shall collect required product data into one submittal for each unit of work or system.
- D. Contractor shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other coordination requirements.
- E. Contractor shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. Contractor shall supplement manufacturer's standard data to provide information unique to the work.
- G. Contractor shall identify within the data variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

1.10 RESUBMITTAL REQUIREMENTS

- A. Contractor shall revise and resubmit submittals as required.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by the Engineer.
- C. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Whenever specifications call for work to be performed, or materials to be installed in accordance with the manufacturer's printed instructions or directions, Contractor shall furnish copies as required for shop drawings of those instructions or directions to Engineer before installing the material or performing the work.
- C. Contractor shall identify with the submittal any conflicts between manufacturers' instructions and Contract Documents.

1.12 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review.
- B. Contractor shall furnish copies as required for shop drawings of those certificates to Engineer before installing the material or performing the work.
- C. Certificates shall indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013300

SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. OSHA Requirements
- B. Roadway Limits

1.2 OSHA REQUIREMENTS

- A. All work, including site safety, equipment, materials, and fabricated items provided under the Contract, shall comply with the provisions of the “Occupational Safety and Health Act” (OSHA), and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Job site safety shall be the sole responsibility of the Contractor.
- B. The Contractor’s failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

1.3 ROADWAY LIMITS

- A. Contractor shall comply with posted roadway weigh restrictions including any seasonal weight restrictions established by the governing highway authority.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014100

SECTION 014300 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Survey and field engineering.
- B. Quality control.
- C. Submittals.
- D. Project record documents.

1.2 QUALITY ASSURANCE

- A. Employ a Professional Surveyor registered in the State of Ohio and acceptable to Owner, to perform survey work of this section.
- B. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.3 SUBMITTALS FOR REVIEW

- A. Submit name, address, and telephone number of Surveyor before starting work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Submit a certificate signed by the Professional Surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses. The project record documents shall be available at every progress meeting for verification that the actual work is being properly recorded.
- B. Submit Record Documents under provisions of Section 017800.

1.5 EXAMINATION

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.

1.6 SURVEY REFERENCE POINTS

- A. Contractor to locate and protect survey control and reference points.
- B. Control datum for survey that is indicated on Drawings.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.7 SURVEY REQUIREMENTS

- A. Provide field survey services. Utilize recognized survey practices.
- B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, and ground floor elevations.
 - 4. All other proposed work as shown on the Drawings.
- C. Periodically verify layouts by same means.

1.8 SURVEYS FOR MEASUREMENT AND PAYMENT

- A. Perform surveys to determine quantities of unit cost, including control surveys to establish measurement reference lines at request of Owner or Engineer. Notify Owner and Engineer prior to starting work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014300

SECTION 014500 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Tolerances.
- D. Audio Video Recording of Site.
- E. Manufacturers' field services and reports.
- F. Manufacturer's certificates.
- G. Testing services.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Contractor shall comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Contractor shall comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.

- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 TOLERANCES

- A. Contractor shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. Contractor shall comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Contractor shall adjust products to appropriate dimensions; position before securing products in place.

1.5 AUDIO / VIDEO RECORDING OF SITE

A. Scope of Work

1. Furnish all labor, materials and equipment to furnish color video / audio recording of the project site in accordance with the drawings and as specified herein.
2. Furnish copies of a continuous color video / audio recording of the entire area within fifty (50) feet of the construction area to concerned parties as described below. The recording shall be taken prior to any construction activity.
3. The Engineer reserves the right to reject the audio / video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Engineer shall be rerecorded at no cost to the client. Under no circumstances shall construction begin until the Engineer has received and accepted the audio / video recording.
4. The recording shall be performed by a qualified, established audio / video recording firm knowledgeable in construction practices which has a minimum of one year of experience in the implementation of established inspection procedures.
5. The audio / video recording firm shall submit three letters of recommendation from municipalities, and/or engineering firms indicating previous experience and ability to perform the work described in this contract. Data substantiating qualifications must be submitted and accepted prior to performing the survey.
6. Prior to recording, all areas to be recorded shall be investigated visually with notation made of features not readily visible by recording methods. This would include but not limited to culverts (size, type and condition) and manholes that may be partially buried. Record all measurements made during inspection.

B. Media

1. DVD's

- a. DVD media shall be previously unrecorded standard quality DVD-R's with "Slimline" cases, labeled as described below.
 - b. As an alternative to DVD media, electronic files may be submitted on Flash Drive (USB 3.0 or newer format).
2. Labeling
- a. All recording media and cases shall bear labels with the following information:
 - 1) Media Number
 - 2) Owner's Name
 - 3) Date of Recording
 - 4) Project Name and Number
 - a) In a manner acceptable to the Engineer upon completion of the work and delivery of the media.
3. Ownership
- a. All discs and written records shall become the property of the Owner. Four copies of the finished audio / video recording shall be distributed to the following:
 - 1) One (1) copy to the Owner
 - 2) Two (2) copies to the Engineer
 - 3) One (1) copy to be retained by the Contractor.

C. Execution

1. Color Video / Audio Survey
- a. Furnish a continuous color video / audio recording of the entire area within fifty (50) feet of construction in accordance with the drawings and as specified herein.
 - b. Complete coverage shall include all surface features within 50 feet of the work area to be utilized by the Contractor and shall be supported by appropriate audio description made simultaneously with video coverage.
 - 1) General: Such coverage shall include, but not limited to, all existing driveways, sidewalks, curbs, ditches (drainage patterns are of particular concern), roadways (including condition of surface for full width, landscaping, trees, culverts, headwalls, catch basins, retaining walls, equipment, structures, pavements, manholes, vaults, handrails, fences, visible utilities, etc. and all buildings (interior and exterior) located within the aforementioned work zone. Video coverage shall extend to the maximum height of all structures within this zone. Of particular concern are existing faults, fractures, defects, or other imperfections.
 - 2) Streets: Unless otherwise noted, streets and street areas shall be recorded by audio / video tape for full width of the zone of influence of construction, including both sides of the street. The term street shall be understood to mean street, highway, avenue, boulevard, road, alley, lane, driveway, parking lot, etc., and all adjacent areas within the possible zones of the influence of construction.
 - 3) Easements: Easements shall be recorded by audio / video tape for the full width of the permanent and temporary easements and all other adjacent areas lying within the zone of influence of construction.

Easements shall be understood to mean all areas not in streets that require tape coverage. Also, included in this coverage should be any areas that are intended to be used for construction access, storage, or waste disposal.

2. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by the Owner.
3. Each recording shall begin with the Owner's name, Contract name and number, the Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
4. Information appearing in the recording must be continuous and can simultaneously be computer generated, transparent digital information. No editing or overlaying of information at a later date will be acceptable.
5. Digital information to appear in the recording shall be as follows:
 - a. Name of Contractor
 - b. Month, Day, Year, Hour, Minutes and Seconds, electronically displayed accurately and continuously throughout the recording.
 - c. Name of project and Specification Number.
6. Time must be accurate and continuously generated.
7. Written documentation must coincide with the information on the tape so as to provide for easy retrieval of locations sought for at a later date.
8. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives.
9. Audio: All audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Audio for each recording shall begin with the current date, project name and municipality, and be followed by the general locations (i.e. name of the street or property owner), location of cross county line, viewing side, and direction of progress. The engineering stationing (where required) shall be noted on the audio track. Houses and buildings shall be identified audibly by owner name and address where available. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, structures, equipment, pavement, etc.
10. Prior to commencement of audio / video recording, the Contractor shall notify the Engineer in writing when and where the audio / video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio / video recording completed without and engineering representative present will be unacceptable unless specifically authorized by the Engineer.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by Engineer, Contractor shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions of surfaces and installation, and quality of workmanship.

- B. Contractor shall submit qualifications of observer to Engineer 30 days in advance of required observations.
- C. Contractor shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer' written instructions.
- D. Contractor shall submit report in duplicate within 30 days of observation to Engineer for information.

1.7 MANUFACTURERS' CERTIFICATES

- A. When required by specified sections, submit three copies of manufacturer's certificates that certify the products meet or exceed specified requirements.

1.8 TESTING SERVICES

- A. When required by specified sections, Contractor shall appoint, employ and pay for specified services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.
- C. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Coordinate with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform Work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions of the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014500

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included:

1. Temporary utilities.
2. Barriers.
3. Tree removal.
4. Contractor office and storage shed(s).
5. Engineer's field office.
6. Protection of installed work.
7. Temporary support facilities.
8. Removal of utilities, facilities, and controls.
9. Dust control.
10. Water, erosion and sediment control.
11. Noise control.
12. Traffic control.
13. Site security.
14. Site cleanup.

B. Contractor shall arrange for and provide temporary facilities as specified herein and as required for proper and expeditious prosecution of the Work.

C. Contractor shall pay all costs, except as otherwise specified, until final acceptance of the Work unless Owner makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. Contractor shall make all temporary connections to utilities and services in locations acceptable to Owner and local authorities having appropriate jurisdiction.

1. Furnish all necessary labor and materials.
2. Make all installations in a manner subject to the acceptance of such authorities and Owner.
3. Maintain such connections.
4. Remove temporary installation and connection when no longer required.
5. Restore services and sources of supply to proper operating conditions.

1.2 TEMPORARY UTILITIES

A. Temporary Electricity

1. Arrange for and provide for all temporary electrical service required for the project. Provide for all temporary drops required by the work.
2. All work shall comply with all local, state and federal requirements. Include lock-

out tag-out procedures and devices as necessary.

B. Temporary Lighting

1. Provide lighting as required of the various trades and the work being performed.

C. Temporary Sanitary Facilities

1. Provide and maintain required facilities and enclosures.
2. Provide sufficient number for number of workmen and women employed. Locate near work areas. Perform regular maintenance as needed to control odors.
3. At end of construction, remove facilities or return existing facilities to same or better condition as originally found.

D. Temporary Water

1. Contractor shall supply its own water during construction. Contractor shall also provide its own piping, valves and appurtenances for its requirements. Connection to the existing water system shall be coordinated with the Owner and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection

1. Contractors who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing type, UL rating 2A-30BC, with 10-pound capacity for Class A, B and C fires.

F. Continuous Treatment

1. 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.
2. 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.
3. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.
4. The Contractor shall provide a minimum of 72 hours' advance notice to the Owner when interruption of existing facility power service and use of a temporary power supply is proposed.

1.3 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from

damage from construction activities and demolition.

- B. Provide barricades required by governing authorities for public rights-of-way.
- C. Protect vehicular traffic, stored materials, site, and structures from damage.

1.4 TREE REMOVAL

- A. No tree removal will be permitted outside the designated construction work limits without permission of the Owner or Engineer.
- B. Trees which are not removed will be protected by ensuring that trees to be removed are felled so as not to injure the remaining trees.
- C. Prior to site clearing or tree trimming, the contractor and Owner shall walk the site in an effort to designate the trees to be saved and those to be trimmed back or removed. A barrier will be placed at an appropriate distance from the trunks and root systems of the trees to remain.
- D. Soil and other materials will not be stored next to or within the drip-line of trees.
- E. The contractor shall repair all injuries to bark, trunks, limbs, and roots of remaining vegetation by properly dressing, cutting, bracing, and painting using only approved tree surgery methods, tools, and materials.
- F. Selective pruning of tree limbs prior to initiation of construction should only be used within the established construction work limits where removal is required for construction activities.

1.5 CONTRACTOR OFFICE AND STORAGE SHED(S)

- A. Contractor shall provide facilities to meet Contractor's needs.
- B. Provide telephone as required for Contractor's needs. At a minimum, Contractor shall maintain telephone service to the project site to facilitate communication with site supervisory personnel.
- C. Maintain a copy of the Contract Documents for the specific use of marking to reflect the construction records. Clearly indicate in red the modifications or alterations to the original documents. Attach supporting documentation as necessary. The Contractor shall continually update these documents.
- D. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 016000 – Materials and Equipment.

1.6 ENGINEER'S FIELD OFFICE

- A. None Required.

1.7 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

1.8 SUPPORT FACILITIES

- A. Contractor shall provide whatever facilities and services which may be needed to properly support primary construction processes and meet compliance requirements and governing regulations.
- B. Contractor shall not use permanent facilities except as otherwise indicated, unless authorized by Owner.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials just prior to final completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to specified, or to original or better condition.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 DUST CONTROL

- A. Contractor shall execute the Work by methods to minimize raising dust from construction operations.

- B. Contractor shall provide positive means to prevent airborne dust from dispersing into atmosphere.

3.2 WATER, EROSION AND SEDIMENT CONTROL

- A. Contractor shall grade site to drain and shall maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Contractor shall protect site from puddling or running water.
- C. Contractor shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.
- D. Except as provided in the Contract Documents, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.
- E. Contractor shall use jute or synthetic netting, silt fences, straw bales, dikes, channels and other applicable measures to prevent erosion of soils disturbed by its construction operation.
- F. Restoration of the site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

3.3 NOISE CONTROL

- A. Provide methods, means and facilities to minimize noise produced by construction operations.

3.4 TRAFFIC CONTROL

- A. Contractor shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone.
- B. All traffic control measures shall meet the requirements of the Ohio Manual of Uniform Traffic Control Devices.
- C. Do not close or obstruct roadways without approval of the Owner.
- D. Maintain two-way traffic on streets at all times unless the Owner and the governing agency authorize one-way traffic for given areas and during specific operations.
- E. Conduct construction operations with minimum interference to roadways.

3.5 SITE SECURITY

- A. Contractor shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. Contractor shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public right-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. Contractor shall at all times be responsible for the security of the Work including materials and equipment. Owner will not take any responsibility for missing or damaged equipment, tools, or personal belongings. Contractor shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.6 SITE CLEANUP

- A. Contractor shall cleanup the Site and remove all rubbish on a weekly basis unless a more frequent interval is warranted by the volume or type of rubbish present.
- B. Contractor shall cleanup public streets and highways and remove any dirt, mud, or other materials due to project traffic on a daily basis and shall comply with all local and state ordinances and permit regulations.

END OF SECTION 015000

SECTION 016000 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Contractor shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.2 RELATED SECTIONS

- A. Bid Documents - Instructions to Bidders: Product options and substitution procedures.
- B. Section 013300 - Submittals

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by Contractor result in additional costs to the Contractor or other contractors, such additional costs shall be borne by the Contractor. Contractor shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by the Engineer.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalog number or designation.

1.4 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.
- B. Contractor shall not overload any portion of the structure in the transporting or storage of materials.
- C. Contractor shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

- D. Contractor shall provide equipment and personnel to handle products, including those provided by Owner, by methods to prevent soiling and damage.
- E. Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- F. Contractor shall handle products by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.5 DELIVERY AND RECEIVING

- A. Contractor shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. Contractor shall coordinate deliveries to avoid conflict with the Work and conditions of the Site; limitations on storage space; and availability of personnel and handling equipment.
- C. Contractor shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. Contractor shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, Contractor shall inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.6 STORAGE AND PROTECTION

- A. Contractor shall store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Equipment Manufacturer shall coordinate with Contractor to clarify storage requirements for equipment to be delivered to the site. Coordination shall be completed in advance of the projected delivery date to assure adequate facilities will be available for protection of the equipment.
- C. In enclosed storage, Contractor shall:
 - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.

2. Maintain temperature and humidity within ranges stated in the manufacturer's instructions.
3. Provide ventilation for sensitive products as required by manufacturer's instructions.
4. Store unpacked and loose products on shelves, in bins or in neat groups of like items.
5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
6. Store liquid materials away from fire or intense heat and protect from freezing.

D. At exterior storage, Contractor shall:

1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames and lumber off ground, out of reach of dirt, water, mud and splashing.
2. Store tools or equipment that carry dirt outside.
3. Store large equipment so as to not damage the Work or present a fire hazard.
4. Cover products subject to discoloration or detention from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect equipment or material that is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.7 MAINTENANCE OF STORAGE

- A. Contractor shall periodically inspect stored products on a scheduled basis.
- B. Contractor shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that the manufacturer's required environmental conditions are maintained continually.
- C. Contractor shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of the Contract Documents.
- D. Contractor shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to the Engineer when the equipment is installed.

1.8 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise noted.
- B. After installation, Contractor shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. Contractor shall be responsible for all damages that occur in connection with the care and protection of materials and equipment until completion and final acceptance of the Work by the Owner. Damaged material and equipment shall be immediately removed from the Site.

1.9 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.10 SUBSTITUTIONS AFTER NOTICE TO PROCEED

- A. Engineer will consider requests for Substitutions only within 45 days after date of Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
 - 6. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.11 SUBSTITUTION SUBMITTAL PROCEDURE

- A. Submit in accordance with Section 013300 - Submittals.
- B. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 016000

SECTION 017800 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Operation and maintenance data.
- E. Warranties.
- F. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Provide submittals to Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. It is the Contractor's responsibility to completely clean up the construction site at the completion of the Work.

1.4 ADJUSTING

- A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 OPERATION AND MAINTENANCE DATA

- A. Provide per Section 017823.

1.6 WARRANTIES

- A. Contractor shall provide warranties beyond one-year warranty as required by technical sections and as follows:

1. Provide duplicate notarized copies of equipment warranty.
 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- B. Include in the Operation and Maintenance Manual.
- C. Submit prior to request for Substantial Completion.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide spare parts and maintenance materials as outlined in the specification sections related to the equipment supplied.
- B. Include in the Operation and Maintenance Manual.
- C. Submit prior to final Application for Payment.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017800

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 013300 - Submittals: Submittals procedures; Shop drawings, product data, and samples.
- B. Section 016000 - Material and Equipment: Systems demonstration.
- C. Section 017800 - Contract Closeout: Contract Closeout Procedures; Project Record Documents.
- D. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
- D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24-pound paper.

- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification Sections.

1.7 SUBMITTALS

- A. Submit one copy of preliminary draft or proposed format and outline of content before start of Work. Engineer will review draft and return copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

- C. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.
- D. After approval of draft by Engineer, Contractor shall submit three copies to Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017823

SECTION 017839 – PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

- A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for completing revisions to the original drawings immediately after final acceptance by the Owner.
- B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017839

SECTION 033000 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all materials and labor necessary to complete all concrete, plain and reinforced, as indicated on Drawings or as specified in these specifications and as required to complete the Project. Work, without limiting the generality thereof, includes:
 - 1. Installation of concrete to provide mechanical equipment support, and other incidental concrete Work.
 - 2. Furnishing and installation of admixtures.
 - 3. Work of other trades required to be built into concrete, such as inserts for connections to steel members, anchors, embedded plates, concrete adhesive anchors, and reinforcing dowels.
 - 4. Finishing of concrete as specified herein or as indicated on Drawings.
- B. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.

1.2 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements and 01 33 00 - Submittal Procedures, for submittal procedures.
- B. Product Data: Submit data for proprietary materials and items, including but not limited to, repair mortar, concrete mix design data, Portland cement, fly ash, reinforcement, forms, forming accessories, bonding agent, admixtures, patching compounds, anchor adhesive, curing compounds, and others as requested by Engineer.
 - 1. Mix Design: Submit each proposed concrete mix design. The concrete mix design shall provide the following data:
 - a. The expected strength.
 - b. Corresponding slump before and after the introduction of mid- or high-range water-reducing admixtures.
 - c. Weights and test results of the ingredients.
 - d. Concrete mix compressive strength test results.
 - e. Other physical properties necessary to review each mix design for conformance with these specifications.
 - f. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
 - g. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
 - 2. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.

- C. 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.
- D. Shop Drawings; Construction joint location: Submit schematical shop drawings for each structure that shows construction joints, pour sequences, waterstop locations, and waterstop information
- E. Samples: Submit samples of materials and products as requested by Engineer, including names, manufactures, sources, and descriptions, including but not limited to the following.
 - 1. Coarse aggregate source and testing data
 - 2. Fine aggregate source and testing data
 - 3. Pozzolan source and testing data
 - 4. Portland cement source and testing data
 - 5. Reinforcing manufacturer and testing data
 - 6. Form release agent and manufacturer
 - 7. Adhesive anchor manufacturers
- F. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests.
 - 1. The proposed mix design submittal(s) shall follow the procedures of Chapter 5, Sections 5.2 to 5.3 of ACI-318.
 - 2. Reference should be made to ACI-211.5R "Guide for Submittal of Concrete Proportions" for the required submittal information. Sample forms for presenting the necessary information can be found in the addendum at the end of this section. Example Form B should follow a completed Example A in the submittal when laboratory trial batches are used to document a water-cementitious materials ratio curve.
 - 3. Additional data summarizing the past performance records should be an integral part of the submittal if the submittal is based on past performance with the proposed materials and proportions.
- G. 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.

1.3 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."
 6. ACI 232.3R - Report on High-Volume Fly Ash Concrete for Structural Applications.
 7. ACI 305R - Guide to Hot Weather Concreting.
 8. ACI 305.1 (305.1M) - Specification for Hot Weather Concreting.
 9. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 10. ACI 306R - Guide to Cold Weather Concreting.
 11. ACI 308.1 (308.1M) - Specification for Curing Concrete.
 12. ACI 350.5 (350.5M) - Specifications for Environmental Concrete Structures.
 13. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 14. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
 15. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 16. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 17. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
 18. ASTM C150/C150M - Standard Specification for Portland Cement.
 19. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
 20. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete.
 21. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 22. ASTM C231/C231M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 23. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete.
 24. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- 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. 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 manufacturers.
- E. Concrete Testing Service: Employ and pay an independent testing laboratory, acceptable to the Owner and Architect to perform material evaluation tests and to review concrete mix designs proposed by Contractor to conform to this Specification.
- F. Alkali-Silica Reactivity Testing: Aggregates used in the concrete shall be tested by an independent testing agency for alkali-silica reactivity in accordance with ASTM C1260.

1.4 PROJECT CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301, ACI 306.1, and as follows:
1. Protect concrete Work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
 2. When average high and low temperature is expected to fall below 40 deg. F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 3. Do not use frozen materials or materials containing ice or snow.
 4. Do not place concrete in contact with surfaces less than 35 deg. F, other than reinforcing steel.
 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature at time of discharge not to exceed 95 deg. F.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
- C. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. 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.
- B. 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.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)
- D. Welded Deformed Steel Wire Fabric: ASTM A 497.
- E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type II, I/II, V low alkali, and ASTM C 595 blended cement Type IP for typical structures and Type MS for environmental structures.
 - 1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.
 - a. Different types of cement shall not be mixed or used alternately without specific written approval by the Engineer.
 - b. Different brands of cement may be used when authorized in writing by the Engineer. A resubmittal will be required if different brands are proposed during the Project.
 - 2. Portland cement shall contain less than 0.60 percent alkalis. Portland-pozzolan cement shall be low alkali.
- B. Concrete mixtures shall include either fly ash or slag as shown below, but within the limits stipulated in 2.4.C, unless the proposed combination of cementitious materials has been tested in accordance with ASTM C 1012 and resulted in expansion of not more than 0.10 percent at 6 months.

1. Fly Ash, conforming to ASTM C618, Class F. Limit use of fly ash to not exceed 30% of cementitious material by weight.
 - a. Fly ash pozzolan shall contain less than 1 percent by weight of carbon and less than 3 percent by weight of sulfur trioxide.
 - b. Alkali content (%Na₂Oeq) less than 3.0%.
 2. Ground Granulated Blast-Furnace Slag: ASTM C989, Grade 100 or 120: Limit use of granulated blast-furnace slag to not exceed 65% of cement content by weight.
 3. The pozzolan supplied during the life of the project shall have been formed at the same single source. The pozzolan color shall not substantially alter the resulting concrete from the normal gray color and appearance.
- C. Normal Weight Aggregates: Fine and coarse aggregates shall conform to ASTM C33. Fine and coarse aggregates shall be regarded as separate ingredients.
1. Aggregates shall be non-reactive and shall be washed before use. Provide aggregates from a single source for exposed concrete.
 2. Tests for size and grading of fine and coarse aggregates shall be in accordance with ASTM C136. Combined aggregates shall be well and uniformly graded from coarse to fine sizes to produce a concrete that has optimum workability and consolidation characteristics. The final combined aggregate gradation shall be established during the design mix.
 3. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
 4. 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.
 5. 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).
- D. Fine aggregate: fine aggregate shall be hard, dense, durable particles of either sand or crushed stone regularly graded from coarse to fine. Gradation shall conform to ASTM C33.
- E. Coarse aggregate: coarse aggregate shall be hard, angular (not river washed), dense and durable gravel or crushed rock free from injurious amounts of soft and friable particles, alkali, and organic matter. Other deleterious substances shall not exceed the limits listed in ASTM C33, Table 3. Gradation of each coarse aggregate size shall conform TO ASTM C33, Table 2.
- F. Water: Conform with ASTM C94. Water for washing aggregate, for mixing and for curing shall be potable and free from oil and deleterious amounts of acids, alkalis, and organic materials; shall not contain more than 1,000 mg/l of chlorides as Cl, nor more than 1300 mg/l of sulfates as SO₄; and shall not contain an amount of impurities that may cause a change of more than 25 percent in the setting time of the cement nor a reduction of more than 5 percent in the compressive strength of the concrete at 14 days when

compared with the result obtained with distilled water. Additionally, water used for curing shall not contain an amount of impurities sufficient to discolor the concrete.

- G. Admixtures shall be compatible with the concrete and with each other. Calcium chloride or admixtures containing calcium chloride are not acceptable. Admixtures shall be used in accordance with the manufacturer's recommendations and shall be added separately to the concrete mix.
 - 1. Prohibited Admixtures: Calcium chloride thiocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

2.2 RELATED MATERIALS

- A. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.
- B. Non-Shrink Non-metallic 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.
- C. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- D. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
 - 1. Waterproof paper.
 - 2. Polyethylene film.
 - 3. Polyethylene-coated burlap.
- E. 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.
- F. 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.
- G. Bonding Compound:
 - 1. Products: Subject to compliance with requirements, provide one of the following:

- a. Epoxy based:
 - 1) “Sikadur 32 Hi-Mod”; Sika Chemical Corp.
 - 2) “Euco Epoxy 620”; Euclid Chemical Co.
 - 3) “Epoxite Binder 2390 ”; A.C. Horn, Inc.
 - 4) “Perma Prime 3C Bonding Agent”; Dayton Superior Corp.
- H. High Strength Repair/Patching Mortar: Contractor can, either provide a batch/site mix or a premanufactured bag mix. See Table I for a batch/site mix.
 - 1. premanufactured bag mix shall be polymer modified shrinkage compensated, rapid setting, high strength mortar specifically formulated to make structural repairs in vertical and overhead applications.
 - 2. Bag mix shall conform to ASTM C928 R2 for structural concrete repair and have a 28-day strength of at least 6,000 psi.
 - 3. Bag mix maybe extended with aggregate if approved by manufacturer.
 - 4. The following are approved manufacturers::
 - a. Sika Chemical Corp.
 - b. Five Star Products. Inc
 - c. Euclid Chemical Company
 - d. CTS Cement Manufacturing Corp.
 - e. Dayton Superior Corporation
 - f. SpecChem

2.3 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and ACI 211. If the trial batch method is used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer.
 - 1. Concrete shall be normal weight concrete composed of specified cement, pozzolan, admixtures, aggregates and water proportioned and mixed to produce a workable, strong, dense, and impermeable concrete.
 - 2. The Contractor may substitute interground Portland-pozzolan cement conforming to ASTM C595, containing the specified amount of pozzolan in lieu of Portland cement and pozzolan. Pozzolan may be omitted in concrete exposed to normal atmospheric conditions and concrete not in contact with the ground or liquid. Water/cement ratio is based on the combined contents of cement and pozzolan in a given mix proportion.
 - 3. Controlled Low Strength Material (CLSM) shall be a flowable concrete slurry mix, consisting of cement, pozzolan, water, coarse and fine aggregate. The concrete slurry mix shall be produced by a ready-mix concrete supplier.
- B. Submit written reports to Engineer and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.

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

TABLE 1

CONCRETE REQUIREMENTS

Concrete <u>Class</u>	ASTM Coarse Aggregate Size	Maximum Water/Cement <u>Ratio</u>	Pozzolan, Percent by Weight of Cementitious Materials ^a	Minimum Air Content (<u>Percent</u>)	Minimum ^b 28-Day Compressive <u>Strength, PSI</u>	Slump Range Min-Max /Admix ^c (<u>Inches</u>)
A	57	0.43	20-28	5.5 ^c	4500	3-4/8
B	467 ^d	0.45	20-28	5.5 ^c	3500	4-5/8

- a Pozzolan content may be included in cementitious fraction. Based on the fly ash ratios, for GGBFS pozzolan shall be multiplied by 1.75.
- b Compressive strength shall be determined at the end of 28 days based on test cylinders made and tested in accordance with ASTM C39.
- c Plus or minus 1.5 percent.
- d ASTM coarse aggregate gradation 57 may be substituted at Contractor's option.
- e Min and max represent slump due to water only. Admix refers to recommended maximum slump for the mix after the incorporation of water reducing admixtures.

1. Typical cast-in-place structural concrete shall be Class A, except as otherwise specified or shown on the drawings.
2. Sitework, non-structural concrete (sidewalks, curbs, pavers, etc.) shall be Class B unless otherwise noted on the drawings.

- D. 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.

- E. Admixtures:

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

5. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as shown in Table I:
 - a. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.

2.4 CONCRETE MIXING

- A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.
 1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
 1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
 - a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- C. Prepare design mixtures for each type of concrete required.
 1. The inclusion of either fly ash or slag in the concrete mix is mandatory.
 2. Where fly ash is used:
 - i. The minimum fly ash content shall be 20 percent, and the maximum shall be 30% of cementitious material by weight.
 - ii. Additional fly ash shall not be included in concrete mixed with blended cements.
 3. Where slag is used:
 - i. The minimum slag content shall be 50 percent and the maximum shall be 65% of cementitious material by weight.
 - ii. Additional slag shall not be included in concrete mixed with blended cements.

2.5 PRODUCT DATA

- A. MANUFACTURER'S DATA:

1. Copies of manufacturer's data shall be provided for the following:
 - a. Cement
 - b. As-delivered concrete strength, slump, temperature, and air content
 - c. Final laboratory report.

B. READY-MIXED CONCRETE TRUCK DELIVERY TICKETS:

1. Each load of ready-mixed concrete delivered to the job site shall be accompanied by a delivery ticket showing the information listed in ASTM C94, Section 16.
2. With each load of concrete delivered to the job there shall be furnished by the ready mixed concrete producer duplicate delivery tickets, one for the Contractor and one for the Engineer. Delivery tickets shall provide the following information:
 - a. Date and serial number of ticket;
 - b. Name of ready mixed concrete plant;
 - c. Job location;
 - d. Contractor;
 - e. Type and brand name of cement;
 - f. Mix number or specified cement content in bags per cubic yard of concrete;
 - g. Truck number;
 - h. Time dispatched stamped by a time clock;
 - i. Amount of concrete in load in cubic yards;
 - j. Admixtures in concrete, if any;
 - k. Maximum size of aggregate;
 - l. Water added at job, if any;
 - m. Slump of concrete ordered

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.

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

1. Joint sealant material is specified in Section 030000.02 of these specifications.

3.6 INSTALLATION OF EMBEDDED ITEMS

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

3.7 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

3.8 CONCRETE PLACEMENT

- A. Preplacement Inspection: Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
 1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.

- B. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 3. Maintain reinforcing in proper position on chairs during concrete placement operations.
- E. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.
 - a. The concrete shall be maintained within this temperature range for not less than seven (7) days.

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials or against cold reinforcing steel.
 3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- F. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

3.9 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."
- C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
 2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland

- cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
 4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.
- D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
 2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to 1/4-inch.
 3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
 4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

- A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.
1. After placing slabs, plane surface to tolerances for floor flatness F(F) 15 and floor levelness F(L) 13, measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.
- B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.
1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F(F) 18 F(L) 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

- C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.
1. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F(F), 20 and F(L) 17, measured according to ASTM E1155. Grind smooth surface defects which would telegraph through applied floor covering system.
- D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.
- E. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.
- F. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.
1. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
 2. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.
- G. Colored Wear-Resistant Finish: Provide colored wear-resistant finish to monolithic slab surface indicated.
1. Apply dry shake materials for colored wear-resistant finish at rate of not less than 100 lbs. per 100 sq. ft., unless greater amount is recommended by material manufacturer.
 2. Immediately following first floating operation, uniformly distribute approximately 2/3 of required weight of dry shake material over concrete surface, and embed by means of power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications, and embed by power floating.
 3. After completion of broadcasting and floating, apply trowel finish as herein specified. Cure slab surface with curing compound recommended by dry shake hardener manufacturer. Apply curing compound immediately after final finishing.

3.11 CONCRETE CURING AND PROTECTION

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

- D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.
 - 1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.12 SHORES AND SUPPORTS

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

3.13 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.

- C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.14 RE-USE OF FORMS

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

3.15 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
 - 1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled. Cure concrete as herein specified.
- E. Reinforced Masonry: Provide concrete grout conforming to ASTM C476 for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.16 CONCRETE SURFACE REPAIRS

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

finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
8. Perform structural repairs with prior approval of Engineer or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
9. Repair methods not specified above may be used, subject to acceptance of Engineer.
10. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material.

3.17 THROUGH SECTION CONCRETE CRACK REPAIRS

A. Sealing through wall or slab cracks.

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

ADDENDUM
EXAMPLE FORM A

CONCRETE SUPPLIER: _____

PROJECT: _____ CONTRACTOR: _____

MIXTURE ID: _____ SPECIFIED f_c : _____ PSI

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

1.0 Cement Type _____ Source: _____

Sp. Gr. _____ pcy _____ cu. ft.

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

Sp. Gr. _____ pcy _____ cu. ft.

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

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

Dry Rodded Unit Wt.: _____ pcf

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

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

Loose Unit Wt. _____ pcf Estimated Wet _____ pcf

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

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

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

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

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

Dry Rodded Unit Wt.: _____ pcf

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

EXAMPLE FORM A (CONTINUED)

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

Source: _____ Name: _____ Type _____
 _____ oz

Source: _____ Name: _____ Type _____
 _____ oz

Source: _____ Name: _____ Type _____
 _____ oz

Total Admixture Liquid Vol. _____ cu. ft.

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

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr. _____ pcy _____ cu. ft.

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

Fresh Concrete Properties

Coarse & Fine Aggregate Gradation

Percent Passing

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

EXAMPLE FORM A (CONTINUED)

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

Comments: _____

—

Signature: _____

Date: _____

Title: _____

Organization: _____

EXAMPLE FORM B

CONCRETE SUPPLIER: _____

MATERIAL TRAIL BATCH NUMBER - proportions per cubic yard

1 2 3 4

1.0 Cement Source: _____

Type _____ lb lb lb lb

1.1 Other Cementitious Material Sources: _____

Type _____ lb lb lb lb

2.0 Aggregate No. 1 Size _____ Source: _____

SSD _____ lb lb lb lb

Alternate No. 1 Lightweight Aggregates Type _____ Source: _____

Sp. Gr. Factor _____

Oven Dry lb lb lb lb

Wet lb lb lb lb

2.1 Aggregate No. 2 Size _____ Source: _____

SSD _____ lb lb lb lb

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

SSD _____ lb lb lb lb

3.0 Water lb lb lb lb

4.0 Admixtures Source: _____

_____ Type _____ oz oz oz oz

_____ Type _____ oz oz oz oz

_____ Type _____ oz oz oz oz

EXAMPLE FORM B (CONTINUED)

5.0 Other Materials

_____ Type _____ lb _____ lb _____ lb _____ lb

Total Mass: _____ lb _____ lb _____ lb _____ lb

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

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

Water-Cementitious Material Ratio:

Fresh Concrete Properties

TRAIL BATCH NUMBER

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

EXAMPLE FORM B (CONTINUED)

28 days

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Average (28 day)

_____	_____	_____	_____
-------	-------	-------	-------

Water-Cementitious Material Ratio:

_____	_____	_____	_____
-------	-------	-------	-------

Signature: _____ Date: _____

Title: _____

Organization: _____

END OF SECTION 030000

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work covered by this Section includes the furnishing and application of paints, stains, primers, varnishes and other finish, decorative and protective coatings.
- B. Shop priming and factory prefinishing are required on some, but not necessarily all, of the items described in other sections.
- C. Extent of work:
 - 1. All new process equipment and process piping.
 - 2. All conduits, ducts, drains, etc. of other trades unless such product is deemed having an acceptable factory pre-finish, under the following conditions:
 - 3. When specifically called out as requiring special coating protection.
- D. Related Work Identified in Other Sections:
 - 1. Refer to Specification Section 463300 – Combined Aeration, Detention Tank, and Filtration Packaged Unit for requirements of the coating system applicable to the existing and proposed filtration units.

1.2 DEFINITIONS

- A. Special coating systems are defined as those types of materials and methods of application requiring more than normal skills and techniques for mixing, handling and application, as specified in the "Painting" section.
 - 1. The term "special coating systems" as used in this section includes applied materials used in prime, intermediate and finish coats.
 - 2. The word "paint", as applied in this and or other Sections shall apply to all special coatings required herein for the protection of materials from corrosive environment, weathering processes, or for aesthetic or other reasons.
 - 3. The term "exposed surfaces" is defined to include areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place in areas to be coated. Extend special coatings in these areas as required to maintain the coating system integrity and provide desired protection.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
 - 1. List each material and cross-reference to the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

2. In the event that the submittal requests a substitution then the following ASTM test results from an independent testing laboratory for the referenced products shall be included:

- ASTM B 117 Salt Fog
- ASTM D 3359 (Method A and B) Adhesion Test
- ASTM G8, Method A Cathodic Disbondment
- ASTM D 4541 (Elcometer)
- ASTM D 4060 Taber Abrasion
- ASTM D 522 (Conical Mandrel)
- ASTM D 3363 Pencil Hardness
- ASTM D 2794 Impact
- ASTM G 53 QUV Exposure
- ASTM D 2240 Durometer, Shore D
- ASTM D 870 Immersion (Potable Water)
- ASTM E 96 Moisture Vapor Transmission
- ASTM D 2370 Tensile Strength and Elongation
- ASTM D 638 Tear Strength

- B. Manufacturer's representative color and texture sample cards shall be submitted to the Engineer at least 30 days prior to paint application. Contractor shall coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat material produced by the same manufacturer as the finish coats. Use only thinners recommended by the manufacturer, and only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which other coatings are to be provided to ensure compatibility of the total coatings systems for various substrates.
 1. Upon request, furnish information on the characteristics of pre-primed materials, to ensure that provisions for specified finish coats can be appropriately applied.
 2. Notify the Engineer of any anticipated problems involved in using the coatings systems as specified.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
 1. Name or title of material.
 2. Federal Specification number, if applicable.
 3. Manufacturer's stock number and date of manufacture.
 4. Manufacturer's name.
 5. Contents by volume, for major pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
 9. Handling instructions and precautions.

- B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 deg. F (7 deg. C) in a well-ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of stains.
- C. No material shall be applied unless the containers are opened in the presence of the Owner's Representative.

1.6 PROJECT CONDITIONS

- A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are above 45 deg. F (7 deg. C), unless otherwise permitted by manufacturer's printed instructions.
- B. Do not apply coatings in snow, rain, fog or mist, or when the relative humidity exceeds 85%, or to damp or wet surfaces unless otherwise permitted by manufacturer's printed instructions. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing with the coating operation.
 - 1. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.
- C. Report to responsible person such as safety personnel, General Trades Superintendent, etc., any condition which may pose a threat to the health and welfare of employees.
- D. Keep working area clean and safe.
- E. Obey all job site rules and regulations.
- F. Surfaces not to be painted; unless specifically stated otherwise:
 - 1. Face brick
 - 2. Pre-finished wall panels, partitions and ceiling tile
 - 3. Items with acceptable factory-applied final finish
 - 4. Concealed ducts, pipes and conduit.
 - 5. Glass, Aluminum, Copper, Bronze, Stainless Steel

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - 1. Tnemec Company, Inc., North Kansas City, Missouri
 - 2. Carboline Company, At. Louis, Missouri
 - 3. Sherwin Williams Company, Cleveland, Ohio

- B. Material Quality: Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- C. Proprietary names to designate colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- D. Request for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products listed herein.

2.2 COATING SYSTEMS

A. Ferrous Metal:

1. Submerged, Non-Potable

Surface Preparation: SSPC-SP10 Near White Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 890 @ 3.0 - 5.0 DFT

Sherwin Williams Dura-Plate 235 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 6.0-8.0 mils dry

Carboline Carboguard 890 @ 4.0 - 6.0 DFT

Sherwin Williams Dura-Plate 235 at 5.0-8.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series 161 @ 3-5 mils dry or Carboline Carboguard 890 @ 3.0 - 5.0 DFT or Sherwin Williams Dura-Plate 235 @ 3.0-5.0 mils DFT.

2. Non-Submerged, Interior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT

Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-6.0 mils dry

Carboline Carboguard 60 @ 4.0 - 6.0 DFT

Sherwin Williams Macropoxy 646 at 4.0-6.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

3. Non-Submerged, Exterior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry Carboline Carboguard 60 @ 3.0 - 5.0 DFT Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
Second Coat:	Tnemec Series 1075 Endura-Shield II @ 2.0-4.0 mils dry Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT Sherwin Williams Acrolon 218 HS or Hi-Solids Polyurethane at 3.0-5.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-6 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

4. Galvanized Steel (including Bar Joist and Galvanized Steel)

Surface Preparation: SSPC-SPI Solvent Clean on galvanized surfaces.
SSPC-SP7 Brush-Off blast to lightly profile surface.

First Coat:	N69 Hi-Build Epoxoline II @ 2.0-4.0 mils dry Carboline Carboguard 888 @ 3.0 - 4.0 DFT Sherwin Williams Macropoxy 646 at 3.0-4.0 mils DFT
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B. Non-Ferrous Metals:

1. Interior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry Carboline Carboguard 60 @ 3.0 - 5.0 DFT Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
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Second Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry Carboline Carboguard 60 @ 3.0 - 5.0 DFT Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
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2. Exterior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry Carboline Carboguard 60 @ 3.0 - 5.0 DFT Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
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Second Coat:	Tnemec Series 1075 Endura-Shield @ 2.0-4.0 mils dry Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT Sherwin Williams Acrolon 218 HS or Hi-Solids Polyurethane at 3.0-5.0 mils DFT
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C. PVC Pipe

1. Non-Submerged, Exterior Exposure or Interior Exposure

Surface Preparation: Lightly sand, wipe with acetone

First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 200 sq.ft. per gal. Carboline Carboguard 60 @ 200 sq. ft. per gal.
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2.3 COLOR CODING AND PROCESS SYSTEM IDENTIFICATION

- A. The following color coding is suggested for **water** transport and treatment systems. Color coding for processing piping, equipment and appurtenances is a suggested system unless otherwise specified or requested by Owner. Final coding to be determined in the field:
1. Equipment - light gray with O.S.H.A. orange coupling guards and O.S.H.A. yellow belt guards.
 2. Pipe Supports - hangers to be same color as piping applied, floor post to be same as adjacent wall color, and fabricated racks to be manufacturer's standard protective finish or paint same as adjacent wall color if not having a suitable protective finish.
 3. Process piping-exposed interior or exterior:
 - a. Submerged Pipe or Supports – Black
 - b. Intermittently Submerged Metals - Black (unless piping as defined otherwise)
 - c. Raw or Recycle Water – Olive Green
 - d. Settled or Clarified Water – Aqua
 - e. Finished or Potable Water – Dark Blue
 - f. Alum or Primary Coagulant – Orange
 - g. Ammonia – White
 - h. Carbon Slurry – Black
 - i. Caustic – Yellow with Green Band
 - j. Chlorine (Gas and Solution) – Yellow
 - k. Chlorine Dioxide – Yellow with Violet Band
 - l. Fluoride – Light Blue with Red Band
 - m. Lime Slurry – Light Green
 - n. Ozone – Yellow with Orange Band
 - o. Phosphate Compounds – Light Green with Red Band
 - p. Polymers or Coagulant Aids – Orange with Green Band
 - q. Potassium Permanganate – Violet
 - r. Soda Ash – Light Green with Orange Band
 - s. Sulfuric Acid – Yellow with Red Band
 - t. Sulfur Dioxide – Light Green with Yellow Band
 - u. Backwash Waste – Light Brown
 - v. Sludge – Bark Brown
 - w. Sewer (Sanitary or Other) – Dark Gray
 - x. Fire Protection System - OSHA Red Sprinkler Piping
 - y. Hoist and Trolleys - OSHA Yellow
 - z. Compressed Air – Dark Green
 - aa. Natural Gas – OSHA Red
 - bb. Process/L.P. Gas - OSHA Orange
- B. Miscellaneous, non-process related items such as electrical conduit, duct work, roof drains, etc. are to be properly prepped and finished to match adjacent wall or ceiling color.
1. In situations where two colors do not have sufficient contrast to easily differentiate between them, a six (6) inch band of contrasting color shall be on one of the pipes at approximately thirty (30) inch intervals.

2.4 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Non-Ferrous Metal:

1. SSPC-SPI solvent cleaning to remove all contaminants.

C. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.

D. Galvanized Metal:

1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile.

PART 3 - EXECUTION

3.1 PRE-WORK INSPECTION

- A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating systems and which cannot be put into an acceptable condition by preparatory work specified in Paragraph 3.2.
- B. Do not proceed with surface preparation and application until surface is acceptable or authorization to proceed is given by the Owner's representative.

3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

- B. Non-Ferrous Metal:
 - 1. SSPC-SPI solvent cleaning to remove all contaminants.
- C. Ferrous Metal:
 - 1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
 - 2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
 - 3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.
- D. Galvanized Metal:
 - 1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile.
- E. PVC Pipe:
 - 1. Sand the PVC to prepare it for painting. Scour the entire area of the PVC pipe to roughen up the slick exterior. Avoid uneven or over sanding.
 - 2. Wipe the PVC with a cloth dampened with acetone. Do not oversaturate.
 - 3. Allow the surface to dry for 20 to 30 minutes.

3.3 COLOR COORDINATION

- A. Piping colors for interior piping and related components shall be coordinated with the Owner and with the existing adjacent piping.

3.4 APPLICATION

- A. General: Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with the manufacturer's directions. Brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - 1. Coating colors, surfaces treatments and finishes are indicated in the "Schedules" of the contract documents.
 - 2. Provide finish coats that are compatible with the primers used.
 - 3. The number of coats and coating film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the coating manufacturer. Sand between coating applications where sanding is required to produce an even smooth surface in accordance with the coating manufacturer's directions.
 - 4. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
 - 5. Coat the back sides of access panels, removable or hinged covers, and similar hinged items, to match exposed surfaces.
- B. Minimum Coating Thickness: Apply each material at not thinner than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire coating system as recommended by the manufacturer.

- C. Prime Coats: Before the application of finish coats, apply a prime coat, as recommended by the coating manufacturer, to material that is required to be painted or finished, and which has not been prime coated by others.
 - 1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
 - 1. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.
- E. Mechanical Applications: Use mechanical methods for coating application when permitted by the coating manufacturer's recommendations, governing ordinances, and trade union regulations.
 - 1. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by the coating manufacturer.
- F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.
- G. Spray application will not be permitted for the Primary Clarifier Painting bid item.

3.5 INSPECTION

- A. Request acceptance of each coat before applying succeeding coats.
- B. The Contractor shall furnish the Engineer a suitable thickness detector of a type recommended by the paint manufacturer.
- C. Any field painting found to be defective shall be removed and the surfaces repainted as the Engineer may direct at no additional cost to the Owner.
- D. Before final approval of the work, all damaged surfaces of paint (field or factory applied) shall be cleaned and repainted or touched up as directed.

3.6 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following material testing procedure at any time, and at any number of times during the period when coating operations are being conducted.
 - 1. The Owner will engage the services of an independent testing laboratory to sample the coating being used. Samples of material delivered to project site will be taken, identified and sealed, and certified in the presence of the Contractor.
 - 2. The testing laboratory will perform appropriate tests for any or all of the following characteristics as required by the Owner:

- a. Quantitative materials analysis.
- b. Absorption.
- c. Accelerated weathering.

3.7 CLEANING

- A. Clean-Up: At the end of each workday during progress of work, remove rubbish, empty cans, rags and other discarded materials from the site.
 - 1. Upon completion of the work, clean window glass and other spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or otherwise damage adjacent finished surfaces.

3.8 PROTECTION

- A. Protect work of other trades, whether to be coated or not, against damage from coating operations. Correct damage by cleaning, repairing or replacing, and recoating as acceptable to the Engineer. Leave the work in an undamaged condition.
- B. Provide "Wet Paint" signs as required to protect newly-coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.
 - 1. At completion of the work of other trades, touch-up and restore damaged or defaced coated surfaces.

END OF SECTION 099100

SECTION 220533 - HEAT TRACE

PART 1 - GENERAL

1.1 SCOPE

- A. Provide a heat tracing system for freeze protection or temperature maintenance of exterior above grade pipes and containers on systems indicated on the Drawings and/or noted herein. Final layout, hardware, and connections shall be designed, furnished, and warranted by the supplier.

1.2 SUBMITTALS

- A. Submit system layout, wiring diagram and material information for approval in accordance with Section 013300.
- B. Provide operation and maintenance data in accordance with Section 017823.

PART 2 - PRODUCTS

2.1 HEATING CABLE

- A. Self-regulating type. Heating cables shall be capable of maintaining process temperatures up to 150°F (65°C) and of withstanding intermittent exposure to temperatures up to 185°F (85°C).
 - 1. Non-hazardous locations: Pentair Raychem, or equal.
- B. Service Voltage: 120 VAC

2.2 HEAT TRACE ACCESSORIES

- A. Power Connection Kits: Provide equipment as recommended by heating cable manufacturer for interface of heating cable with power supply.
- B. Lighted End Seals: Provide lighted end seals at heat trace cable termination.
 - 1. Non-hazardous locations: Pentair Raychem Model E-100-L-A, or equal.
- C. Electric-Traced Label: Provide warning labels to indicate the presence of electrical heat-tracing under the insulation. Provide adequate labels to allow for a maximum spacing of 15 feet.
- D. Aluminum Tape: Provide tape as recommended by heating cable manufacturer to affix heating cable to pipe.

2.3 INSULATION

- A. 1/2" - 2" Pipe: AP/Armaflex or equal, pre-formed, 1" thick, closed-cell elastomeric thermal insulation. Thermal conductivity 0.245 Btu • in./h • ft² • °F.
- B. 2-1/2" and Larger Pipe: AP Armaflex/AP Armaflex FS Sheet and Roll, or equal, 2" thick, closed-cell elastomeric thermal insulation. Thermal conductivity 0.27 Btu • in./h • ft² • °F.
- C. Adhesive: Armstrong 520 or equal.
- D. Finish: Armstrong WB or equal water based latex enamel. White.

2.4 THERMOSTAT

- A. Controller:
 - 1. Non-hazardous locations: Ambient sensing, Raychem AMC-1A, or equal.
- B. Enclosure:
 - 1. Non-hazardous locations: NEMA-4X.
- C. Setpoint: 40°F.
- D. Voltage: 120 VAC

2.5 JACKETS

- A. General: ASTM C 921, Type 1, except as otherwise indicated.
- B. Aluminum Jacket: ASTM B 209, 3003 Alloy, H-14 temper, roll stock ready for shop or field cutting and forming to required sizes.
 - 1. Finish and Thickness: Smooth finish, 0.010 inch thick.
 - 2. Moisture Barrier: 1-mil, heat-bonded polyethylene and kraft paper.
 - 3. Elbows: Preformed 45-degree and 90-degree, short- and long-radius elbows, same material, finish, and thickness as jacket.
 - 4. Provide stainless steel bands to secure jacketing and to support maintenance of the equipment.

PART 3 - EXECUTION

3.1 INSTALLATION – COMPLETE SYSTEM

- A. Install heat trace system in accordance with manufacturer's recommendations.
- B. Apply insulation in accordance with insulation and heat trace manufacturer's instructions. Cover all insulation butt joints with 3M #471 or equal tape or adhesive.
- C. Apply finish enamel to all exposed insulation surfaces in accordance with

manufacturer's recommendations unless installation of aluminum jacketing is specified. Note, aluminum jacketing is required at all exterior locations unless otherwise noted.

- D. Provide tape, caulking, conduit fittings and other necessary components to complete installation of heat trace equipment in accordance with manufacturer's recommendations.

3.2 ELECTRICAL INTERFACE

- A. Verify that the source voltage corresponds to the heating cable / heating pad rating printed on the cable jacket / heating pad and specified by the design.
- B. Provide dedicated branch circuits for each heat-trace circuit. Circuit breakers shall be lockable in the OFF position and shall include 30 mA equipment ground-fault protection. Breaker sizing shall be in accordance with the heat-trace manufacturer's recommendations and NEC Article 427.
- C. Verify that the over-current protection device protecting the heat trace circuit is classified as an equipment ground-fault protection (GFPE) device.

3.3 INSTALLATION – RETROFIT SYSTEM

- A. In locations where heat trace insulation and/or jacketing has been removed to facilitate repair and/or painting of adjacent surfaces, complete the following activities to return the existing heat trace system to operation:
 - 1. Prior to performing repair and/or painting of adjacent surfaces, carefully remove existing jacketing and insulation to avoid damage of heating cables, end seals, junction boxes, controllers, etc. incorporated within the system. Inspect the existing heating cable for damage and verify operation.
 - 2. Proceed with repair and/or painting of adjacent surfaces, providing protection for existing heating cables to prevent damage.
 - 3. Following the repair and/or painting of adjacent surfaces, apply insulation in accordance with insulation and heat trace manufacturer's instructions. Cover all insulation butt joints with 3M #471 or equal tape or adhesive.
 - 4. Apply finish enamel to all exposed insulation surfaces in accordance with manufacturer's recommendations unless installation of aluminum jacketing is specified. Note, aluminum jacketing is required at all exterior locations unless otherwise noted.
 - 5. Return heat trace system to operation. Provide demonstration to Owner and/or Engineer that retrofit system is fully operational.

END OF SECTION 220533

SECTION 260500 - GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. General
- B. Intent Of Drawings
- C. Interpretation Of Drawings
- D. Quality Control
- E. Submittals
- F. Location Environmental Considerations
- G. Products
- H. Coordination
- I. Demolition
- J. Electrical Installation
- K. Relocate or Make Modifications to Any Existing Electrical, Instrumentation or Control Systems Wiring
- L. Quality Assurance
- M. Examination
- N. Preparation And Storage
- O. Installation
- P. Field Quality Control
- Q. Painting
- R. Cleaning
- S. Operation - Maintenance And Spare Parts Data

1.2 GENERAL

- A. The Electrical Contractor shall be responsible to check with the equipment manufactures of the physical size of the equipment that it will fit and that it can be moved into the indicated locations.

- B. Intent of Drawings – The Drawings are not intended to be used for construction purposes for the electrical work, but to supplement the Specifications as to the principal features of the electrical design. The intent of this section is that all equipment and electrical devices furnished and installed under this and other sections of the Specifications be properly interconnected to permit successful system operation regardless of whether all interconnections are specifically referenced in the Specifications and associated Drawings.
- C. Interpretation of Drawings
1. The locations of equipment to which electrical connections are to be made are approximate as shown on the Drawings. It shall be the Electrical Contractor's responsibility to determine the exact conduit locations by reviewing shop drawings. The sizes of disconnect switches, motor starters, overload heaters, fuses or circuit breakers are approximate, and it shall be the Electrical Contractors responsibility to obtain the correct sizes based on the actual installed equipment or items. The conduit and wire sizes shown on the Drawings are the minimum sizes required and shall not be reduced.
- D. Quality Control
1. The Electrical Contractor shall maintain a level of quality of materials and installation means as to assure the completed electrical, instrumentation and control system will be completed in compliance with the Specifications.
- E. Submittals
1. Shop Drawings - Submit shop drawings under provision of Section 013323 for all electrical equipment and devices.
 2. Shop drawings shall include manufacturer's literature, specifications, schematic diagrams, field wiring interconnection diagrams and any other data necessary to indicate compliance with the Specifications
 3. Final "Record" Contract Drawings - Drawings and information required shall include but not be limited to the following:
 - a. Conduit runs shall be shown and identified at each end of run, include where conduit originates and the termination. Each conduit shall have a pull string attached and fastened at each end.
 - b. Power Distribution Schematics - Show actual installed switching details, cable size and type, conduit size, locations and runs, fuse size and type, circuit breaker frame size, trip setting and type.
 - c. Details and Diagrams
 - i. Elementary Wiring Diagrams – Show actual motor control wiring with wire numbers, telephone system cable routing and station identification with cable numbers.
 - ii. One Line Diagrams - Show equipment names, fuse sizes and types, heater sizes, conduit and wire sizes, motor FLA and horsepower. Include wire and cable numbers or identification.
 - iii. Instrumentation and control Diagrams - Show actual installed, wired instrumentation loop diagrams, include actual installed device Tag Numbers, Model Numbers, and Scaling.

- d. Lighting and Device Schedule
 - i. Show actual manufacturers and model numbers.
 - ii. Lighting panel layouts
 - iii. Actual circuit No. circuit description, breaker size and type.
- 4. Payment for the Division 26 work and materials shall not exceed 90% of the total bid price until all Operations and Maintenance data and record as-built drawings have been completed and received by the Owner.

F. Location Environmental Considerations

- 1. Provide satisfactory operation and maintenance under the following conditions
- 2. Temperature:
 - a. Outside: -20° to 110°F
 - b. Inside: +40° to 120°F
- 3. Relative Humidity: 100 percent
- 4. Process Temperature:
 - a. Liquid: 32° to 105°F
 - b. Air: -32° to 200°F
- 5. Atmosphere:
 - a. As indicated on the drawings
 - b. Corrosive atmosphere, Hydrogen Sulfide
 - c. Wet Locations
 - i. As defined in NEC Article 100
 - ii. Outside exposed areas, areas indoors near pumps, frequent washdown areas.
 - d. The interiors of conduits and raceways located in wet areas shall also classified as wet areas.
 - e. Damp Locations
 - i. As defined in NEC Article 100
 - ii. Areas under covered enclosures
 - f. Wet and Corrosive areas
 - i. Enclosures located in areas that are wet and corrosive shall be rated for NEMA 4X Stainless Steel or as noted on the drawings.
 - g. Hazardous Areas (Classified)
 - i. Areas that are classified as hazardous are indicated on the drawings. All new equipment and installation methods shall conform to the requirements in the NEC.

G. Products

- 1. Electrical materials and equipment shall be new and shall be labeled by the Underwriters Laboratories, Inc. whenever standards have been established and the label service applies.
- 2. Wire and Terminal Labeling - Tag all wires, cables, and conduits at each end or termination with suitable permanent tags, printed, stamped, or engraved with the wire, cable, or conduit number. The figures on the tags shall be clear and legible.
- 3. Safety Signs - High voltage warning signs shall be provided and placed at all guarded locations as required by the NEC. The signs shall be permanent and conspicuous and shall be plainly visible even when doors are open or panels removed from

compartments.

4. Engraved Nameplates - Identify all electrical enclosures with engraved phenolic nameplates. Engrave and mount nameplates for all switchgear, disconnect switches, and individual motor starter enclosures indicating equipment served. Nameplates shall be **white with black letters**. Minimum letter size shall be one-quarter inch.

H. Demolition

1. Electrical Contractor shall disconnect power from existing equipment to be removed. General Contractor to remove and dispose of actual equipment.
2. Electrical contractor shall perform the demolition of electrical equipment where indicated on the electrical contract drawings.

I. Electrical Installation

1. Electrical Contractor shall furnish and install, adjust, connect, and put into satisfactory operation all electrical equipment, control components, and instrumentation items as indicated on the Drawings and specified herein.

J. Coordination

1. Electrical Contractor shall review all Specifications and Drawings for the electrical work included under these sections and coordinate this work, investigate existing conditions in the field before submitting proposal, become acquainted with the conditions under which the work of this section of the Specifications will be performed, and accept all conditions as found.
2. Schedule and coordinate all relocations of, or modifications to, electrical instrumentation or control systems wiring, conduit equipment, or appurtenances to whatever extent is necessary and required in order to conform to structural and architectural conditions, duct work and piping interferences, etc. This shall be included under this section of the Specifications.
3. Coordinate with other trades on the project so that all trades install their work to avoid interference with each other. Arrangements made among the trades which result in deviations from Drawings and Specifications are subject to the approval of the Owner.
4. The control panels and/or equipment are to be provided by the equipment supplier, General Contractor, or Systems Integrator. These items will require power and/or interconnections from the disconnect switch to the control panel and/or field mounted devices or junction boxes for power and control. Specific details to be determined by the shop drawings.

1.3 REFERENCES

- A. American National Standards Institute (ANSI)
- B. Factory Mutual Engineering Division (FM)
- C. Illumination Engineering Society (IES)
- D. Institute of Electrical & Electronics Engineers (IEEE)

- E. Insulated Cable Engineers Association (ICEA)
- F. Instrumentation, Systems and Automation Society (ISA)
- G. Joint Industrial Council (JIC)
- H. National Electrical Code (NEC)
- I. National Electrical Manufacturers Association (NEMA)
- J. International Electrical Testing Association (NETA)
- K. National Fire Protection Association (NFPA)
- L. Occupational Safety and Health Administration (OSHA)
- M. Ohio Building Code (OBC)
- N. Underwriters' Laboratories Incorporated (UL)
- O. ANSI/NEMA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting.
- P. Quality Assurance
 - 1. Regulatory requirements
 - a. The Contractor shall obtain and pay for all fees for permits and inspections as required.
 - 2. Installation Standards
 - a. NEC – installation of electrical items shall be in accordance with the NEC.
 - b. Instrumentation and control – Installation of the instrumentation, control system shall be in accordance with standards of the ISA.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect all devices at delivery for damage.
- B. Confirm all devices at delivery are as required according to design and shop drawings.
- C. Examine the site and structures for any obstructions which may interfere with the electrical installation as planned.

3.2 PREPARATION AND STORAGE

- A. Provide a dry, heated storage area for all electrical and electronic equipment and devices.
- B. Electrical and electronic equipment devices shall be stored and heated to prevent condensation from forming. Electrical and electronic equipment found with condensation in the enclosure or condensation-caused damage will not be accepted.

3.3 INSTALLATION

- A. The locations of equipment to which electrical connections are to be made are approximate as indicated on the Drawings.
- B. It shall be the Contractor's responsibility to check shop drawings relating to equipment requiring electrical connections and to determine the exact conduit locations.
- C. Electrical and electronic equipment installed but not energized shall continue to have a heat source to keep the enclosure free of condensation. Electrical and electronic equipment found with condensation in the enclosure or condensation-caused damage will not be accepted.
- D. Contractor shall perform all chasing, channeling, drilling, and patching necessary to complete the work. Repair any damage to the building or any equipment. Replace damaged equipment if, in the Engineer's judgment, the repair would not be satisfactory.
- E. No work shall be covered or hidden from view until it has been inspected and approved by the Owner.
- F. Any workmanship or materials not meeting the requirements of the Specifications or Drawings shall be immediately replaced by the Contractor without cost to the Owner and to the satisfaction of the Owner.
- G. All wiring shall have permanent labels at all terminations and junctions and on all field wiring terminal strips.
- H. Safety signs shall be furnished and installed on or around all electrical equipment.
- I. Permanent marking labels shall be installed on exposed sides of each piece of electrical equipment, pull boxes, junction boxes, and terminal boxes stating the maximum voltage level involved with the associated equipment.
- J. Concrete equipment pads for electrical equipment shall be furnished and placed by the Electrical Contractor.

3.4 PAINTING

- A. All wood panel mounting boards shall be painted.
- B. All electrical enclosures shall undergo a phosphatizing prepainting treatment. Final paint coats shall be a polyester powder coating with ANSI 61 light gray color for enclosures

mounted inside and with ANSI 24 medium gray color for enclosures mounted outside.

- C. Remove any rust and touch up any scratches on all new electrical devices or enclosures with matching touch-up paint as supplied by the manufacturer.

3.5 FIELD QUALITY CONTROL

- A. Major components of the Electrical System shall be tested per NETA standards. NETA's Standard Specification for Testing, Parts 1 to 5, shall govern all testing.
- B. The following tests are per NETA Acceptance Testing Specifications, Part 7, Inspection and Test Procedures. Visual and Mechanical Inspections shall be performed for all equipment.
 - 1. Cables - Low Voltage shall have the following tests: Insulation resistance, continuity.
 - 2. Circuit Breakers - Low Voltage (Molded Case) that are rated at over 100 amps shall have the following tests: Contact resistance, time-current characteristic, instantaneous pickup current, insulation resistance.
 - 3. Grounding Systems shall have the following test: Fall of potential.
 - 4. Surge Arresters shall have the following tests: 60 Hz sparkover, insulation power factor, ground continuity.
- C. After all testing has been completed to the satisfaction of the Owner, the entire Electrical (Power) System shall operate for a minimum test period of 30 days. Cumulative down time of all components furnished under Division 26 shall not exceed 1/2 hour as recorded by the Engineer during the test period. System documentation shall be delivered on the last day of the test period. Test period shall not end until system documentation has been delivered. If the cumulative downtime limit is exceeded, the Engineer shall have the following options:
 - 1. Extend the test period as required until the cumulative downtime during the proceeding 30 days does not exceed 1/2 hour as recorded by the Engineer.
 - 2. Sub-systems which have no components contributing to the cumulative downtime will be approved as a partial acceptance.
- D. Sub-systems which have components that contributed to the cumulative downtime shall have their test period begin again after all repairs and adjustments have been made.

3.6 OPERATION - MAINTENANCE AND SPARE PARTS DATA

- A. Submit specific data and information required under individual Division 26 Sections.
 - 1. Submit operation data as required.
 - 2. Submit maintenance data as required.
 - 3. Spare Parts Data - Submit as required. Include manufacturer's list of recommended spare parts.
 - 4. Parts and supplies judged to be necessary to keep equipment and control system operating successfully for first year of operation shall be furnished.
 - 5. Review individual sections for required lists of spare parts to be furnished.

3.7 CLEANING

- A. All areas are to be cleaned of construction debris and wire. Electrical equipment is to be cleaned of all construction dirt, dust, etc.
- B. All electrical and electronic equipment shall be kept clean and free of all dust, dirt, and debris at all times.
- C. All electrical and electronic boxes and enclosures shall have the covers of these boxes and enclosures closed and sealed except when actually working in these boxes and enclosures.

END OF SECTION 260500

SECTION 260519 – CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Building wire and cable
- B. Wiring connectors and connections

1.2 RELATED SECTIONS

- A. Section 260553 - Electrical Identification

1.3 REFERENCES

- A. Quality Control: Follow requirements for references and standards.
- B. NECA Standard of Installation (National Electrical Contractors Association)
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association)
- D. NFPA 70 - National Electrical Code

1.4 SUBMITTALS FOR REVIEW

- A. Submittals: Follow procedures for submittals.
- B. Product Data: Provide for each cable assembly type.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Contract Closeout Submittals – Follow as required.
- B. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.7 REGULATORY REQUIREMENTS

- A. Conform to NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories Inc., or testing

firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

1.8 PROJECT CONDITIONS

- A. Verify that field measurements are as indicated.
- B. Conductor sizes are based on copper only.
- C. Wire and cable routing indicated is approximate unless dimensioned.

1.9 COORDINATION

- A. Coordinate Work under provisions of Section 260500.
- B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Manufacturers:
 - 1. Okonite Company
 - 2. Alpha Wire Company
 - 3. Southwire
 - 4. Substitutions: Follow as required for Material and Equipment.
- B. Description: Multi-stranded insulated copper wire, #12 AWG minimum for feeders and branch circuits and #14 AWG minimum for control circuits.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: NFPA 70; Type XHHW or THWN insulation for service, feeders and branch circuits and control circuits.

2.2 WIRING CONNECTORS

- A. Use split bolt connectors for copper conductor splices and taps, #6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
- B. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, #8 AWG and smaller. Buchanan crimp (Split cap and insulator) or Ideal crimp connector with wrap cap insulator.
- C. Use Adhesive-lined heat shrink tubing for watertight connections: T&B, 3M, or

Raychem.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that mechanical work likely to damage wire and cable has been completed.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

- A. Quality Control: Follow as required by manufacturer's instructions.
- B. Route wire and cable as required to meet Project Conditions.
- C. Install cable in accordance with the NECA "Standard of Installation."
- D. Use stranded conductors for control circuits.
- E. Use conductors not smaller than #12 AWG for power and lighting circuits.
- F. Use conductors not smaller than #14 AWG for control circuits.
- G. Use #10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m).
- H. Pull all conductors into raceway at the same time.
- I. Use suitable wire pulling lubricant for building wire #4 AWG and larger.
- J. Protect exposed cable from damage.
- K. Use suitable cable fittings and connectors.
- L. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- M. Clean conductor surfaces before installing lugs and connectors.
- N. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- O. Use split bolt connectors for copper conductor splices and taps, #6 AWG and larger. Tape un-insulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- P. Use solderless pressure connectors with insulating covers for copper conductor splices

and taps, #8 AWG and smaller.

- Q. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, #10 AWG and smaller.
- R. Identify and color code wire and cable under provisions of Section 260553. Identify each conductor with its circuit number or other designation as indicated.
- S. Replace conductors damaged during installation.
- T. No splices are allowed in conduits or raceways.

3.4 FIELD QUALITY CONTROL

- A. Starting of Systems: Follow requirements for field inspection, testing, and adjusting.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION 260519

SECTION 260520 – SHIELDED INSTRUMENTATION & VARIABLE FREQUENCY DRIVE CABLE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment, and incidentals required to provide shielded cable as shown and specified.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Comply with Section 013300.
- B. Product data:
 - 1. Submit for review, copies of manufacturer's engineering data and technical information for shielded instrumentation cables proposed for use.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Instrumentation Cable
 - 1. Single Shielded Pair or Triad, 300 volt:
 - a. Tinned copper, #18 AWG or larger, stranded, polyethylene insulated conductors twisted with aluminum-polyester shield, stranded tinned #20 AWG copper drain wire and overall chrome vinyl jacket, 100 percent shield cover. Rated for 300 volts, minimum.
 - b. Products and Manufacturers:
 - i. Belden No. 8760, No. 8770, No. 9318, or No. 9365
 - ii. Alpha No. 2422, No. 2432
 - 2. Multi-paired Shielded, 300 volt:
 - a. Tinned copper, #18 AWG, stranded, PVC-insulated conductors, twisted in pairs with aluminum-polyester shield over each pair and its stranded drain wire (#20 AWG), overall chrome vinyl jacket, 100 percent shield cover.
 - b. Products and Manufacturers:
 - i. 3 pairs - Belden No. 9369
 - ii. 6 pairs - Belden No. 9389
 - iii. 9 pairs - Belden No. 9390
 - iv. 11 pairs - Belden No. 9391
 - v. 15 pairs - Belden No. 9392

- vi. Dekoron Poly-set
- vii. Okonite type SP-OS

B. Variable Frequency Drive Shielded Cable

- 1. Four-conductor shielded cable
 - a. Shielding to be an overall shield with an 85% tinned copper braided shield.
 - b. Cable to be Belden Variable Frequency Drive Cable 29502 through 29535, wire size as indicated or equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Delivery, Storage, and Protection: Comply with Section 016600.

3.2 INSTALLATION

- A. Install in conduit separated from power cables unless otherwise shown on the Drawings.
- B. Install instrumentation cable conduits as far as possible from power cable conduit.
- C. Ground shield at one end only, as recommended by instrument manufacturer, and as approved by the Owner.
- D. Terminate stranded conductors with pre-insulated crimp type ring tongue terminals properly sized to fit fastening device and to fit wire size.
- E. Identification: Identify all conductors at each terminal and splice location. Identification number labels shall be Thomas & Betts type WSL cable markers or equal with clear heat shrink tubing over the marker.
- F. Install Category 5e and Category 6 cabling in accordance with Commercial Building Telecommunications Pathways and Spaces ANSI/TIA/EIA 569-A and Commercial Building Telecommunications Cabling Standard ANSI/TIA/EIA 568-A.

3.3 TESTING

- A. Test each circuit in the presence of the Owner after permanent cables are in place to demonstrate that the circuit and connected equipment perform satisfactorily and that they are free from improper grounds and short circuits.
- B. Maintain a written record of circuits being tested by marking down the circuit number, descriptive function, and results of each step in the test procedures, including repeated tests.

- C. Any cable or a portion of the cable which fails when tested shall be replaced with a new cable for the full length and retested.

END OF SECTION 260520

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Grounding electrodes and conductors
- B. Equipment grounding conductors
- C. Bonding

1.2 RELATED SECTIONS

- A. Section 033000 - Cast-In-Place Concrete

1.3 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code (NEC)

1.4 GROUNDING SYSTEM DESCRIPTION

- A. The system shall consist of a series of driven ground rod electrodes interconnected with bare stranded copper ground conductor.
- B. All building footer and slab rebar greater than ½" shall be bonded to the ground conductor. Bond at 20 ft intervals and at each corner per NEC. Connections to rebar may be made with suitable sized ground clamps.
- C. All connections shall be by exothermic welds (Cadweld or equal) installed according to the manufacturer's instructions.
- D. Tests shall be performed to determine the grounding grid resistance to ground. The test method shall be as described in NETA Standard ATS-1987, "Acceptance Testing Specification for Electrical Power Distribution Equipment and Systems." A three-point fall-of-potential test shall be used using two auxiliary electrodes for the measurement. Test reports shall be provided describing the testing procedure and results. The grid-to-ground resistance shall be no greater than 5 ohms. If necessary, additional rods shall be added to achieve the 5-ohm ground. When the Contractor has obtained satisfactory results, they shall submit test reports to the Engineer for approval. After approval, the contractor shall bond the service entrance ground grid to the service entrance enclosure ground bus. The Owner or Owner's representative shall have the opportunity to inspect all exothermic welds.
- E. All ground cables shall have a minimum of 24" of ground cover.

1.5 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum

1.6 SUBMITTALS

- A. Product Data: Provide for grounding electrodes and connections.
- B. Test Reports: Indicate overall resistance to ground (and resistance of each electrode).
- C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of exothermic connectors.

1.7 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 260500.
- B. Accurately record actual locations of grounding electrodes.

1.8 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.1 ROD ELECTRODE

- A. Manufacturers:
 - 1. ITT Blackburn Co.
 - 2. Copperweld, Bimetallic
 - 3. American Electric – Blackburn
- B. Material: Copper-clad steel
- C. Diameter: 3/4 inch
- D. Length: 10 feet

2.2 MECHANICAL CONNECTORS

- A. Manufacturers:
 - 1. Burndy Corp
 - 2. O-Z/Gedney
- B. Material: Bronze

2.3 EXOTHERMIC CONNECTIONS

- A. Manufacturers:
 - 1. Cadweld
 - 2. Approved equal

2.4 WIRE

- A. Material: Stranded copper
- B. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Install rod electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground spaced at a minimum of 10 feet.
- C. Provide bonding to meet all Regulatory Requirements.
- D. Equipment Grounding Conductor: Provide a separate insulated conductor within each feeder and branch circuit raceway. Terminate each end on a suitable lug, bus, or bushing.

3.3 FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Use suitable test instruments to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall-of-potential method.

END OF SECTION 260526

SECTION 260529 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Conduit and equipment supports
- B. Anchors and fasteners
- C. Concrete equipment supports

1.2 REFERENCES

- A. NECA - National Electrical Contractors Association
- B. ANSI/NFPA 70 - National Electrical Code

1.3 SUBMITTALS

- A. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

- A. Materials and Finishes: Provide adequate corrosion resistance.
- B. Provide materials, sizes, and types of anchors, fasteners, and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.
- C. Anchors and Fasteners:
 - 1. Concrete block walls: Use expansion anchors.
 - 2. Steel Structural Elements: Use welded fasteners.

3. Concrete Surfaces: Use expansion anchors.

2.2 CHANNEL SYSTEMS

A. Manufacturer:

1. Unistrut, B-Line, Allied Power -Strut.
2. or Equal

B. Description:

1. Galvanized steel - General locations
2. Aluminum - Wet, damp areas
3. Stainless steel - Wet, damp, corrosive areas where compatible with chemicals
4. Fiberglass - Wet, damp, corrosive areas where compatible with chemicals

C. Size: 1-5/8" x 1-5/8"

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
- C. Do not fasten supports to pipes and conduit except as shown on Drawings.
- D. Obtain permission from Engineer before drilling or cutting structural members.
- E. Fabricate supports from structural steel, galvanized steel, aluminum, or stainless steel channel. Rigidly weld members or use stainless steel hex head bolts and hardware to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- F. Install surface-mounted cabinets and panel boards with a minimum of four anchors.
- G. In wet and damp locations use stainless steel or aluminum channel supports with stainless steel fasteners.
- H. In wet and damp locations use stainless steel or aluminum spacers to stand cabinets and panel boards one inch off wall.
- I. Spray coat cut end of galvanized steel channel or rigid steel conduit with spray cold galvanizing.
- J. Galvanized pipe used as equipment supports are to have the open ends capped with galvanized end caps.

- K. Provide concrete equipment pads or housekeeping pads for all equipment that will be floor mounted. Pads to be formed, have chamfered edges, and have a troweled finish. Concrete shall be smoothed around conduits. Equipment panels shall be anchored using concrete anchors. Equipment pads for outdoor mounted panels shall extend from the front of the equipment panel 3'-6" min. to allow for opening and standing.

END OF SECTION 260529

SECTION 260533 - CONDUIT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Metal conduit
 - 1. Rigid Galvanized Steel
 - 2. Aluminum
- B. PVC coated rigid galvanized steel
- C. Nonmetallic conduit
- D. Flexible metal conduit
- E. Liquid-tight flexible metal conduit
- F. Fittings and conduit bodies

1.2 RELATED SECTIONS

- A. Section 260529 - Supporting Devices
- B. Section 260553 - Electrical Identification
- C. Section 260534 - Boxes and Enclosures

1.3 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated
- B. ANSI C80.5 - Rigid Aluminum Conduit
- C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
- D. ANSI/NFPA 70 - National Electrical Code
- E. NECA "Standard of Installation"
- F. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
- G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing

1.4 DESIGN REQUIREMENTS

- A. Conduit Size: ANSI/NFPA 70

1.5 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide for metallic conduit, flexible metal conduit, liquid-tight flexible metal conduit, nonmetallic conduit, flexible nonmetallic conduit, fittings, and conduit bodies of each type planned to be used.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of project general requirements.
- B. Accurately record actual routing of all conduits exposed and concealed on record drawings.

1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc as suitable for purpose specified and shown.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Section 016600.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.9 PROJECT CONDITIONS

- A. Verify routing and termination locations of conduit prior to rough-in.
- B. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

- A. Minimum Size: $\frac{3}{4}$ -inch unless otherwise specified.

B. Underground Installations:

1. More than two feet from Foundation Wall: Use schedule 40 PVC conduit.
2. Within two feet from Foundation Wall: Use plastic coated galv. rigid conduit.
3. In or Under Slab on Grade: Use schedule 40 PVC conduit.
4. When changing from underground to above ground, use PVC coated galv. rigid conduit to approximately two feet above finished grade.
5. Conduits passing through poured concrete sidewalks, floating type slabs on grade shall be sleeved.

C. Outdoor Locations, Above Grade: Use rigid galvanized steel conduit.

D. In Slab Above Grade:

1. Use schedule 40 PVC.
2. Maximum Size Conduit in Slab: 3/4" for conduits crossing each other.

E. Continuously Wet and Damp Locations: Use aluminum or PVC coated rigid steel conduit.

F. Corrosive Location: Use PVC coated rigid steel or schedule 40 PVC.

G. Dry Locations:

1. Concealed in framed wall or above suspended ceilings: Use steel electrical metallic tubing or schedule 40 PVC conduit.
2. Exposed: Use rigid galvanized steel or aluminum conduit or as noted on drawings.
3. Flexible metal conduit can be used for equipment connections. Max length of 3ft.

H. Classified hazardous Class 1, Division 1 areas & Screen Rooms: PVC coated rigid steel conduit and explosion-proof flexible equipment connections.

I. Equipment Connections:

1. Use liquid-tight flexible metal conduit.
2. In corrosive or chemical rooms, use non-metallic flexible conduit and fittings.

J. Flexible Conduits shall be limited to three feet or less.

2.2 METAL CONDUIT

A. Rigid Steel Conduit: ANSI C80.1

B. Fittings and Conduit Bodies: ANSI/NEMA FB 1 all steel fittings

2.3 PVC COATED METAL CONDUIT

- A. Manufacturers:
 - 1. Robroy Industries "Plasti-Bond"
 - 2. Thomas –Betts "OCAL Blue"
- B. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 40 mil thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.4 FLEXIBLE METAL CONDUIT

- A. Description: Interlocked aluminum construction.
- B. Fittings: ANSI/NEMA FB 1.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Sealtight VA Anaconda Metal Hose Div.
 - 2. Liquidtight type L.A. Electric Flex Co.
- B. Description: Interlocked aluminum construction with PVC jacket
- C. Fittings: ANSI/NEMA FB 1

2.6 NONMETALLIC CONDUIT

- A. Manufacturers:
 - 1. Carlon Electrical Products Div.
 - 2. LCP
 - 3. Quil
- B. Description: NEMA TC 2; Schedule 40 PVC
- C. Fittings and Conduit Bodies: NEMA TC 3

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.

- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 260529.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit in and under slab from point-to-point.
- L. Do not cross conduits in slab unless they are $\frac{3}{4}$ " conduits.
- M. Maintain adequate clearance between conduit and piping.
- N. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104 °F.
- O. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- P. Bring conduit to shoulder of fittings; fasten securely.
- Q. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- R. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp or wet locations and to cast boxes.
- S. Install no more than the equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
- T. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- U. Provide suitable fittings to accommodate expansion and deflection where conduit

crosses control and expansion joints.

- V. Conduits shall be sloped in such a manner that water may drain to the closest pull box if possible.
- W. Provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of Section 260526.
- Z. Identify conduit under provisions of Section 260553.
- AA. Flexible conduit, non-metallic, liquid-tight, and metallic shall not be used in lengths longer than 6 ft unless specifically approved. Flexible conduit is not to be used in place of neatly run rigid conduit.
- AB. Where called out on plans, provide cable terminators / sealing bushings, CRC by O-Z/Gedney or approved equal. Verify specific cable outside diameters and follow manufacturer's installation requirements.

END OF SECTION 260533

SECTION 260534 - PULL, JUNCTION BOXES AND ENCLOSURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pull Boxes
- B. Junction Boxes
- C. Accessories

1.2 RELATED SECTIONS

- A. Section 260529 - Supporting Devices

1.3 REFERENCES

- A. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum)
- B. NEMA ICS 4 - Terminal Blocks for Industrial Control Equipment and Systems
- C. ANSI/NFPA 70 - National Electrical Code

1.4 SUBMITTALS

- A. Submit under provisions of general project requirements and Section 260500.
- B. Product Data: Provide manufacturer's standard data for boxes and enclosures.
- C. Junction box locations and details
 - 1. Terminal block layout
 - 2. Grounding

1.5 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Hoffman
- B. Rittal
- C. Or Equal

2.2 PULL BOXES

A. Construction:

1. Outdoors, Wet & Damp areas, Corrosive areas: NEMA Type 4/4X, sunlight resistant fiberglass, polycarbonate, or SS as specified on Drawings, enclosure with continuous hinge covers.
 - a. Covers: Continuous SS hinge, held closed by SS screws
2. Indoors, exposed: NEMA 12, 13 or as specified on Drawings.
3. Indoors, flush, wall mounted: NEMA 1 w/ flush covers
4. Indoors, concealed: NEMA 1 w/ screw cover
5. Indoor, wet and damp: NEMA 4XSS
6. Indoor, corrosive areas: NEMA 4XSS or compatible with chemicals
7. Hazardous locations: NEMA 7

2.3 TERMINAL HINGED COVER ENCLOSURES

A. Construction:

1. Outdoor, Wet Damp areas, Corrosive areas. NEMA 4/4X, sunlight resistant fiberglass or polycarbonate or SS as specified on Drawings, Type 4/4X enclosure with continuous hinge cover.
 - a. Covers: Continuous SS hinge, held closed by flush latch operable by screwdriver.
2. Indoors, exposed: NEMA 12, 13
3. Indoors, flush, wall mounted: NEMA 1 w/ flush covers
4. Indoors, concealed: NEMA 1 w/ screw cover
5. Indoors, wet and damp: NEMA 4XSS
6. Indoors, corrosive areas: NEMA 4XSS or compatible with chemical
7. Hazardous locations: NEMA 7

- B. Provide white enamel interior metal panel for mounting terminal blocks and electrical components.

2.4 CABINETS

- A. Provide metal barriers to form separate compartments containing control wiring at less than 50 volts from power wiring.
- B. Provide accessory feet for free-standing equipment.

2.5 TERMINAL BLOCKS

- A. Manufacturers:
 - 1. Weidmuller SAK 6, SAK 2.5, ASK 1
 - 2. Allen-Bradley
 - 3. Square-D
 - 4. Or equal
- B. Terminal Blocks: ANSI/NEMA ICS 4
- C. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rated 600 volts.
- D. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts. Ground terminal shall be green.
- E. Provide ground bus terminal block with each connector bonded to enclosure.
- F. Provide a typed legend of cables and terminal numbers with origin and destination.
- G. Boxes where water may drain from the attached conduits shall have drains installed in the bottom or the lowest point of the box. Conduit penetration at such boxes shall be located along the sides or top of the box. Conduits shall not be installed in a manner that water can enter attached pull conduits.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Install enclosures and boxes plumb. Anchor securely to wall and structural supports at each corner.
- C. Do not attach boxes directly to masonry, concrete, or brick walls but provide a ¼-inch spacer of PVC, nylon, or stainless steel.
- D. Install enclosures and boxes using stainless steel fasteners.
- E. Provide supports where required when no wall or other adequate support is available.

END OF SECTION 260534

SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Nameplates and labels
- B. Wire and cable markers
- C. Conduit markers

1.2 REFERENCES

- A. NFPA 70 - National Electrical Code

1.3 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

- A. Nameplates:
 - 1. Equipment Identification: Engraved three-layer laminated plastic, black letters on white background.
 - 2. Emergency Powered Equipment: Engraved three-layer laminated plastic, black letters on red background. As required by NEC
 - 3. Equipment power source identification: Engraved three-layer laminated plastic, black letters on yellow background.
- B. Locations:
 - 1. Each electrical distribution and control equipment enclosure.
 - 2. Junction box.

- C. Letter Size:
 - 1. Use 1/8 inch letters for identifying individual equipment and loads.
 - 2. Use 1/4 inch letters for identifying grouped equipment and loads.
- D. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use only for identification of individual wall switches and receptacles, and control device stations.

2.2 WIRE MARKERS

- A. Manufacturers:
 - 1. T & B Shrink-Kon HVM wire markers
 - 2. Panduit - Pan Code HSDL
 - 3. Brady
- B. Description: Tubing type wire markers
- C. Locations: Each conductor at panelboard gutters, outlet and junction boxes, terminal strips, and each load connection.
- D. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.
 - 2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams on drawings or on shop drawings.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

- A. Install nameplate parallel to equipment lines.
- B. Secure nameplate to equipment front using stainless steel screws, rivets, or adhesive.
- C. Identify underground conduits using foil backed underground warning tape. Install one tape per trench at 6 inches below finished grade.

END OF SECTION 260553

SECTION 400507 - HANGERS AND SUPPORTS FOR PROCESS AND PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes hangers and supports for mechanical system piping and equipment.
- B. Related Sections include the following:
 - 1. Division 5 Section "Metal Fabrications" for materials for attaching hangers and supports to building structure.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society for the Valve and Fittings Industry.
- B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 PERFORMANCE REQUIREMENTS

- A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

1.5 SUBMITTALS

- A. Product Data: For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer for multiple piping supports and trapeze hangers. Include design calculations and indicate size and characteristics of components and fabrication details.
- C. Welding Certificates: Copies of certificates for welding procedures and operators.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Engineering Responsibility: Design and preparation of Shop Drawings and calculations for each multiple pipe support and trapeze by a qualified professional engineer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified:
 - 1. Pipe Hangers:
 - a. AAA Technology and Specialties Co., Inc.
 - b. B-Line Systems, Inc.
 - c. Carpenter & Patterson, Inc.
 - d. Empire Tool & Manufacturing Co., Inc.
 - e. Globe Pipe Hanger Products, Inc.
 - f. Grinnell Corp.
 - g. GS Metals Corp.
 - h. Michigan Hanger Co., Inc.
 - i. National Pipe Hanger Corp.
 - j. PHD Manufacturing, Inc.
 - k. PHS Industries, Inc.
 - l. Piping Technology & Products, Inc.
 - 2. Channel Support Systems:
 - a. B-Line Systems, Inc.
 - b. Grinnell Corp.; Power-Strut Unit.
 - c. GS Metals Corp.
 - d. Michigan Hanger Co., Inc.; O-Strut Div.
 - e. National Pipe Hanger Corp.
 - f. Thomas & Betts Corp.
 - g. Unistrut Corp.
 - h. Wesanco, Inc.
 - 3. Thermal-Hanger Shield Inserts:
 - a. Carpenter & Patterson, Inc.
 - b. Michigan Hanger Co., Inc.
 - c. PHS Industries, Inc.
 - d. Pipe Shields, Inc.
 - e. Rilco Manufacturing Co., Inc.
 - f. Value Engineered Products, Inc.
 - 4. Powder-Actuated Fastener Systems:
 - a. Gunnebo Fastening Corp.
 - b. Hilti, Inc.
 - c. ITW Ramset/Red Head.
 - d. Masterset Fastening Systems, Inc.

2.2 MANUFACTURED UNITS

- A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components. Refer to "Hanger and Support Applications" Article in Part 3 for where to use specific hanger and support types.
 - 1. General
 - a. Interior hangers, rods, supports, etc. to be corrosion resistant, hot dipped galvanized steel.
 - b. Exterior hangers, rods, supports, etc. to be corrosion resistant, Type 304 or 316 stainless steel.
 - 2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
 - 3. All attachments to precast hollow-core concrete slabs shall comply with slab manufacturer's installation instructions.
- B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.
 - 1. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.
 - 2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- C. Thermal-Hanger Shield Inserts: 100-psi minimum compressive-strength insulation, encased in sheet metal shield.
 - 1. Material for Cold Piping: ASTM C 552, Type I cellular glass or water-repellent-treated, ASTM C 533, Type I calcium silicate with vapor barrier.
 - 2. Material for Cold Piping: ASTM C 552, Type I cellular glass with vapor barrier.
 - 3. Material for Cold Piping: Water-repellent-treated, ASTM C 533, Type I calcium silicate with vapor barrier.
 - 4. Material for Hot Piping: ASTM C 552, Type I cellular glass or water-repellent-treated, ASTM C 533, Type I calcium silicate.
 - 5. Material for Hot Piping: ASTM C 552, Type I cellular glass.
 - 6. Material for Hot Piping: Water-repellent-treated, ASTM C 533, Type I calcium silicate.
 - 7. For Trapeze or Clamped System: Insert and shield cover entire circumference of pipe.
 - 8. For Clevis or Band Hanger: Insert and shield cover lower 180 degrees of pipe.
 - 9. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.3 MISCELLANEOUS MATERIALS

- A. Powder-Actuated Drive-Pin Fasteners: Powder-actuated-type, drive-pin attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.

- B. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.
- C. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized.
- D. Grout: ASTM C 1107, Grade B, factory-mixed and -packaged, non-shrink and nonmetallic, dry, hydraulic-cement grout.
 - 1. Characteristics: Post hardening and volume adjusting; recommended for both interior and exterior applications.
 - 2. Properties: Non-staining, noncorrosive, and nongaseous.
 - 3. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

- A. General: Interior hangers, rods, supports, etc. to be corrosion resistant, hot dipped galvanized steel. Exterior hangers, rods, supports, etc. to be corrosion resistant, Type 304 or 316 stainless steel.
- B. All attachments to precast hollow-core concrete slabs shall comply with slab manufacturer's installation instructions.
- C. Specific hanger requirements are specified in Sections specifying equipment and systems.
- D. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections.
- E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 - 1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of non-insulated or insulated stationary pipes, NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450-deg F pipes, NPS 4 to NPS 16, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24, if little or no insulation is required.
 - 5. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
 - 6. Adjustable Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of non-insulated stationary pipes, NPS 3/4 to NPS 8.
 - 7. Adjustable Steel Band Hangers (MSS Type 7): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 8.

8. Adjustable Band Hangers (MSS Type 9): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 8.
9. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 2.
10. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of non-insulated stationary pipes, NPS 3/8 to NPS 8.
11. Extension Hinged or Two-Bolt Split Pipe Clamps (MSS Type 12): For suspension of non-insulated stationary pipes, NPS 3/8 to NPS 3.
12. U-Bolts (MSS Type 24): For support of heavy pipe, NPS 1/2 to NPS 30.
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange and with U-bolt to retain pipe.
16. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36, if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
17. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20, from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42, if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24, if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30, if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.
3. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 - a. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - b. Steel Clevises (MSS Type 14): For 120 to 450-deg F piping installations.
4. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.

5. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
 6. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450-deg F piping installations.
- G. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
 8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
 9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
 11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
 12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
 15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where head room is limited.
- H. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe, 360-degree insert of high-density, 100-psi minimum compressive-strength, water-repellent-treated

calcium silicate or cellular-glass pipe insulation, same thickness as adjoining insulation with vapor barrier and encased in 360-degree sheet metal shield.

- I. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
 2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 3. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
 4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
 5. Variable-Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from hanger.
 6. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.
 7. Variable-Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from trapeze support.
 8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:
 - a. Horizontal (MSS Type 54): Mounted horizontally.
 - b. Vertical (MSS Type 55): Mounted vertically.
 - c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.

3.2 HANGER AND SUPPORT INSTALLATION

- A. General: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Channel Support System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled channel systems.
1. Field assemble and install according to manufacturer's written instructions.
- C. Heavy-Duty Steel Trapeze Installation: Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated, heavy-duty trapezes.
1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.

2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D-1.1.
- D. Install building attachments within concrete slabs or attach to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, and expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- E. Install powder-actuated drive-pin fasteners in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
- F. Install mechanical-anchor fasteners in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- G. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- I. All piping shall be adequately supported and braced by means of adequate hangers, concrete piers, pipe supports, brackets, or as otherwise shown on the plan or recommended by the pipe and equipment manufacturer requirements. No pipe support shall fall on a pipe joint. Contactor shall provide unions and flexible couplers (not shown on plans) to provide adequate removal of valves and equipment.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9, "Building Services Piping," is not exceeded.
- L. Insulated Piping: Comply with the following:
 1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits according to ASME B31.9.
 2. Install MSS SP-58, Type 39 protection saddles, if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.

3. Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier. Shields shall span arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
5. Pipes 8 inches (DN 200) and Larger: Include wood inserts.
6. Insert Material: Length at least as long as protective shield.
7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure above or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make smooth bearing surface.

3.4 METAL FABRICATION

- A. Cut, drill, and fit miscellaneous metal fabrications for heavy-duty steel trapezes and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field-weld connections that cannot be shop-welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

3.5 ADJUSTING

- A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

3.6 PAINTING

- A. Touching Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 400507

SECTION 400523 – PROCESS VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Extent of each type of size of valve required is indicated on drawings and/or schedule.
- B. All valves used for a particular service are to be of the same manufacturer, make and style for each valve type.
- C. Each valve unit shall be of the proper size and type to suit the intended service with appropriate body style, operator, joint accessories, coatings, guides, supports, pertinent accessories to be complete, in place, tested and ready for service in conformance with project conditions.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Provide manufacturer's illustrated catalog data depicting general construction, materials list, coatings and necessary appurtenances in sufficient detail to verify product compliance.
- C. Shop Drawings: Provide manufacturer's drawings showing; principal dimensions, operator detail and arrangements, project schedule tag reference or location of intended usage as required to suit project conditions.

1.4 QUALITY ASSURANCE

- A. Supply valves and appurtenances that are standard product in regular production by manufacturer whose products have proven reliable in similar service for at least three (3) years.
- B. All valves used for a particular service are to be of the same manufacturer, make and style for each valve type.
- C. Each valve shall be subjected to operation and hydrostatic tests at the manufacturer's plant as specified within applicable AWWA Standards.
- D. All shaft couplings and mounting plates shall be coordinated by, approved by, and warranted by the valve manufacturer.

- E. All coated surfaces shall receive manufacturer's production and holiday testing as specified in applicable AWWA Standards.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Preparation for Transport: Prepare valves for shipping as follows:
 - 1. Ensure valves are dry and internally protected against rust and corrosion.
 - 2. Protect valve ends against damage and entry of dirt, etc. by use of appropriate end protectors.
 - 3. Set valves in best position for handling. Set gate valves closed to prevent rattling; set ball and plug valves open to minimize exposure of functional surfaces; set butterfly valves closed or slightly open; and block swing check valves in either closed or open position.
- B. Storage: Use the following precautions during storage:
 - 1. Do not remove valve end protectors unless necessary for inspection; then reinstall for storage.
 - 2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.
- C. Handling: Use a sling to handle valve whose size requires handling by crane or lift. Rig valves to avoid damage to exposed or internal valve parts. Do not use handwheels and stems as lifting or rigging points.

1.6 WARRANTY

- A. All equipment furnished shall be warranted in accordance with the General Conditions.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Manufacturer's Name and Working Pressure: Cast information in raised letters on valve body.
- B. Valves bodies shall be of either grey or ductile cast iron.
- C. Valves shall have non-rising 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.
- D. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and cadmium plated for exposed or interior applications that will receive protective finish coatings.

2.2 VALVES

- A. The valves, described in this section shall be resilient seated gate valves manufactured to meet or exceed AWWA C509. Valves shall be of compression type seal design, providing bubble tight shut-off with bi-directional seating ability for pressures up to 200 psi.
- B. The valve shall have a smooth, unobstructed waterway free from any sedimentation pockets. Valve shall provide a 100% port of nominal pipe size when fully open. Tapping valve port shall be sized to permit a full pipe port tap.
- C. Body style shall be mechanical joint type for buried service, flange joint type for exposed service and when required, to include special end connections for tapping requirements or otherwise if indicated on the contract drawings.
- D. Stuffing boxes shall be O-ring seal type with two (2) rings located in steam above thrust collar.
- E. Thrust bearings shall be of the low friction torque reduction type, located both above and below the steam collar.

2.3 GATE VALVES

- A. The valves, described in this section shall be resilient seated gate valves manufactured to meet or exceed AWWA C509. Valves shall be of compression type seal design, providing bubble tight shut-off with bi-directional seating ability for pressures up to 200 psi.
- B. The valve shall have a smooth, unobstructed waterway free from any sedimentation pockets. Valve shall provide a 100% port of nominal pipe size when fully open. Tapping valve port shall be sized to permit a full pipe port tap.
- C. Body style shall be mechanical joint type for buried service, flange joint type for exposed service and when required, to include special end connections for tapping requirements or otherwise if indicated on the contract drawings.
- D. Stuffing boxes shall be O-ring seal type with two (2) rings located in steam above thrust collar.
- E. Thrust bearings shall be of the low friction torque reduction type, located both above and below the steam collar.
- F. Valves shall be as manufactured by; American Flow Control, Clow, M & H, Mueller, U.S. Pipe or an approved equal.

2.4 BUTTERFLY VALVES - WATER

- A. Butterfly valves shall comply with the latest revision of AWWA Specification C504, Class 150B. Valve discs shall be ductile iron, one (1) piece cast design for constant drip tight closure with flow in either direction for pressure up to 150 psi.

- B. Body style shall be full bodied, mechanical joint for buried service and flange joint type for exposed service unless otherwise indicated on the contract drawings.
- C. Wafer or lug body styles, when called for, shall have body applied seats that totally encapsulate the inside surface of the valve and also serve as the flange gaskets.
- D. All valve seat mating surfaces shall be against a 304 stainless steel or nickel-chromium disc edge surface for body applied seats.
- E. Full body style valve seats shall be of Buna-N (Nitrile) rubber applied to either the body or the disc:
 - 1. Body applied seats shall be retained by a bonding process meeting ASTM-D-429, Test Method "B" or may be mechanically retained.
- F. Shafts shall be 316 or 304 stainless steel construction. Shaft bearings shall be self-lubricated sleeve type. Shaft seals may be of V-type packing or standard O-ring seals allowing replacement without removing the valve shaft.
- G. Valves shall be as manufactured by M & N Mueller, Pratt, DeZurik, or an approved equal.

2.5 BUTTERFLY VALVES - AIR

- A. Valves utilized shall be specifically designed for air service and 25 psi air pressure.
- B. Butterfly valves shall meet the intent of the latest AWWA Specification C504, Class 25. These valves shall be a fully lugged wafer type or a flanged type design as indicated on the contract drawings; with cast iron body, ASTM A126, Class B.
- C. Disc to be ductile iron, ASTM A536, Grade 65-45-12 with electrolysis nickel plating or solid welded on nickel disc edge
- D. Elastomer seats shall be in the body. Seat on disc edge is not acceptable in air systems. Seats shall be of EPDM, and be field replaceable without special tools. Elastomer thickness, not inclusive of backing rings or stiffeners, shall be a minimum of 3/8-inch for valves 6 inches and smaller; and 1/2-inch for valves 8 inches and larger.
- E. Shafts shall be of 304 or 316 stainless steel construction. Shaft seals shall be adjustable chevron packing or O-ring.
- F. Discharge butterfly valves shall have locking lever operators.
- G. The valves shall be the product of DeZurik, or an approved equal.

2.6 PLUG VALVES

- A. Valves shall be the nonlubricated, eccentric type with resilient, soft faced Buna-N rubber plugs providing bi-directional dead-tight shut-off to the full valve rating. Valve pressure ratings shall be 175 psi through 12 inches and 150 psi for valves over 12 inches.

- B. Bodies of valves shall be furnished with a welded overlay seat of not less than 90% pure nickel. Seat area shall be completely covered with raised surface weld to insure that the plug face contacts only nickel. Screwed-in seats shall not be acceptable.
- C. Plugs shall be of ASTM A126 Class B cast iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and body seat shall be externally adjustable in the field with valve in line under pressure. Round shaped ports are not acceptable.
- D. Valve bearings shall be sleeve type, oil impregnated, permanently lubricated, stainless steel. Nonmetallic bearings shall not be acceptable.
- E. Shaft seals may be of the multiple V-ring or O-ring type conforming with ASTM C504 and shall be externally adjustable and replaceable without removing the valve while under pressure.
- F. Valves shall be full port equivalent to the nominal pipe diameter.
- G. Valves shall be as manufactured by DeZurik, or an approved equal.

2.7 OPERATORS

- A. All valves 3 inches and larger, and all buried, submerged, or chain operated valves shall be gear operated. Gears for valve operation shall be sized for the working pressure and installed in such a manner that the stuffing box will be accessible for packing.
- B. Manual Operation
 - 1. Valves shall be equipped with nut, handwheel, crank, chain, gears, floor stand, and other appurtenances as required for manual operation as specified or scheduled.
 - 2. Operation shall be designed so that the effort required to operate the handwheel, lever, or chain shall not exceed 25 lbs. applied at the extremity of the wheel or lever.
 - 3. Handwheels on valves 4 in. and larger shall not be less than 12 in. in diameter.
 - 4. Chainwheels shall be provided when installed centerline of valve is over 5 ft.-6 in. above the floor. Chains shall be cadmium plated and loop 3 ft.-6 in. from the floor. Orient chainwheel and provide intermediate pulley mounting, if necessary, to permit unobstructed chain operation.
 - 5. Wrench nuts shall be cast iron or bronze, 1-15/16 in. at top, 2 in. square at base and 1-3/4 in. high with a flanged base.
 - a. Provide one (1) tee wrench for each valve type used and of each significant length differential required. All wrenches supplied shall be a length so that the bar handle extends approximately 3 feet above finished grade in addition to the required bury depth length(s).
- C. Electric Operators
 - 1. The operator shall be the helical and worm gear type driven by an electric motor. All power gearing shall be Oil Bath lubricated. The actuator shall be in conformance with AWWA C540. The valve manufacturer shall furnish the value of the maximum operating torque required to operate the valve as defined in the

Appendix to AWWA C540. The operator manufacturer shall furnish evidence that the operator is designed to equal or exceed the torque requirements.

2. Unless otherwise noted, the operator shall be geared to operate the valve from the fully open position to the fully closed position or vice-versa in approximately 60 seconds. It shall be possible to change this cycle time by substituting suitable gear trains. The operator shall be equipped with a declutchable handwheel for manual operation. The operator shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.
3. Suitable reduction gearing shall be provided off the main shaft of the gearing, turning approximately 270 degrees while the valve performs full travel. The reduction gearing shall be equipped with the following position indicating devices for each operator:

Backlit LCD Display

- a. A mechanical position indicator dial;
 - b. The output signal shall be 4-20 ma; a standard potentiometer, 1000 ohms with linearity of +/- 3% for indication in the remote controller;
4. Each operator shall be equipped with adjustable torque switches for overload protection in both opening and closing directions with torque switch bypass for unseating.
 5. Each operator shall be equipped with four adjustable train gear limit switches. Each limit switch shall include a switch and counter gear. The setting accuracy shall be less than 1/10 turn of the operator output shaft. Two (2) gear limit switches are for remote indication of end positions.
 6. Each motor shall be 480 volts, 60 Hz, three phase, induction type as recommended by the operator manufacturer. Motors shall be designed specifically for actuator service.
 7. Three (3) thermostats in series placed in the winding shall provide the motor with thermal protection. They shall interrupt the control circuit as soon as the temperature goes beyond the permissible winding temperature.
 8. Each operator shall be equipped with a reversing magnetic starter. The starter shall be capable of receiving contact closures from remote sources to actuate the operator in either direction. Control voltage shall be 120 volts supplied by a transformer included in the control enclosure. Each operator shall include a local OPEN-STOP-CLOSE control, push button station, and a pad lockable LOCAL-OFF-REMOTE selector switch.
 9. All electrical components shall be integral with the operator, housed in a watertight NEMA 4X enclosure and completely wired.
 10. A circuit-breaker disconnect shall be provided with the operator.
 11. Easily identifiable terminal blocks shall be provided for all external power, control, and signal connections.
 12. Operators, located outdoors, shall include thermostats and space heaters in the motor and control compartments.
 13. The operator shall be as manufactured by Rotork, Limitorque, EIM, Auma or equal.

2.8 PROTECTIVE COATINGS

- A. All iron parts of valve assemblies shall be painted before leaving the shop.

- B. All exterior and internal waterway ferrous surfaces of each valve, except finished or bearing surfaces shall be shop painted with a liquid or powder epoxy coating of approximately 10 mils dry film thickness conforming to AWWA C-550.

2.9 EXTENSION STEMS AND STEM GUIDES

- A. When required by drawings, schedule or project details, provide an extension stem made of cold-rolled steel material and the same size as the stem of the valve it operates. If the extension is more than 8 ft. long, intermediate stem guides shall be installed and supported from the wall by suitable brackets at a maximum spacing of 8 ft.
- B. Extension stems shall be 304 stainless steel.
- C. 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 rod with universal end fittings at valve actuator and stem drop connection.
- D. Extension stem shall have connecting socket for 2-inch square nut and pinsocket to lock on valve operating nut.

2.10 VALVE BOXES

- A. Valve boxes shall be cast iron, 5-1/4" shaft, three-piece screw type, adjustable boxes. The top section to have a drop lid of which to be marked for service which it is used cast thereon. Cover and boxes shall be round pattern.
- B. Provide proper base size and shape to straddle the valve bonnet without touching or being supported by the valve mechanism. Use No. 6 base size for 6-inch and 8-inch gate valves or typical butterfly valve operators, No. 160 oval base size for 12-inch and larger gate valves or other size necessary to suit a particular valve manufacturer's requirements.
- C. Extension sections shall be provided where the depth of trench is such that they are needed to bring the top of the box to finished grade. The valve box shall be installed so that it is perfectly vertical and centered on the valve operating nut.

2.11 FLOOR BOXES AND STANDS

- A. Each valve operator projecting through a floor shall be equipped with a floor box or floor stand and extension stem.
- B. Floor boxes for access to operating nuts of valves, slide gates shall be cast iron cover and body with bronze or brass bushings. Casting length to equal the thickness of the concrete slab in as much as possible. Floor boxes shall be as manufactured by Clow, Trumbull Industries or an approved equivalent.
- C. Floor stands shall be made of cast iron and shall extend to a level where handwheel or other operator is easily operated. Stands shall be fitted with bronze bushings to maintain

proper stem alignment, brass or stainless-steel nameplates shall be provided to identify related valve manufacturer, valve type and size or in the case of stand being of valve manufacturer, cast in name would suffice. Provide plastic stem covers with open-close scale for all rising stem applications. Stands shall be anchored to the concrete slab with stainless steel bolts.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Valves shall be carefully handled and placed so as not to permit any damage to the interior coatings, disc or seat. Internal type lifting devices shall not be permitted. Do not use handwheels or stems as lifting of rigging points.
- B. All valves shall be carefully installed in their respective positions free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.
- C. Stem guides shall be accurately aligned.
- D. If the valve box is tipped or otherwise not centered on the valve operating nut or not installed at the proper elevation, the Contractor shall, at his own expense, make whatever correction is required to remedy the defect promptly, upon notice to do so by the Engineer.

3.2 TESTING

- A. All valves shall be tested in place by the Contractor as far as practicable under conditions for the pipelines in which they are placed, and defects revealed in valves or connections under test shall be corrected at the expense of the Contractor to the satisfaction of the Engineer.
- B. Field certification shall include inspection of the following:
 - 1. Verify equipment is properly aligned per the installation instruction and drawings.
 - 2. Assure controls and instrumentation work in all modes.

3.3 OPERATION AND MAINTENANCE MANUALS

- A. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintaining instructions, and a complete parts and recommended spare parts list. The O & M Manuals shall be in compliance with the General Requirements of these specifications.

END OF SECTION 400523

SECTION 401223 - LOW-PRESSURE COMPRESSED AIR PROCESS PIPING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor shall furnish all materials, tools, equipment, transportation, labor, supervision, and incidentals required to supply, store, install, clean, and test the shop fabricated stainless steel pipe and fittings as shown on the drawings and as specified herein.
- B. Shop fabricated stainless steel piping shall be used for the following applications:
 - 1. Low pressure process air

1.2 RELATED DOCUMENTS

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

B. QUALITY ASSURANCE

- A. All shop fabricated stainless steel pipe and fittings shall be furnished by a single manufacturer who is experienced, reputable and qualified in the manufacture and fabrication of the items to be furnished. The pipe and fittings shall be shop fabricated and field installed in accordance with common industry wide practices and methods and shall comply with these specifications. Pipe and fittings shall be as manufactured and fabricated by Douglas Brothers, Portland, Maine; Felker Brothers Corporation, Marshfield, WI; or approved equal.

1.3 SUBMITTALS

- A. The Contractor shall submit for review and approval piping layouts, schedules, shop fabrication drawings, specifications, catalog cuts, and other data necessary to show conformance of the complete piping systems to these specifications. The Contractor's submittal shall include dimensions, fittings, locations of equipment, valves, and appurtenances, joint locations and details, types and locations of supports, coordination with all other work and existing conditions, and all other pertinent technical specifications for the piping systems to be furnished. Submittals shall be in accordance with Items 60 & 61.
- B. Shop fabrication drawings shall show alloys, diameters, pipe wall thicknesses, flanges and other joint preparation details, dimensions, fittings, and other appurtenances to be supplied.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. Pipe shall be manufactured from ASTM-A240 annealed and pickled sheets and plates in accordance with ASTM A778 in type 304L stainless steel. Pipe shall be manufactured to nominal pipe sizes as listed in ANSI B36.19, Table 2, and shall have the following nominal wall thicknesses. All SS pipe shall be Sch 10 for both water and air application.
- B. Fittings:
1. Butt weld type manufactured in accordance with ASTM-A774 of the same raw material and in the same thicknesses as the pipe. Long radius elbows up to 24-inch diameter shall be smooth flow; i.e. centerline to end of elbow equals 1.5 times the nominal pipe size. All short radius, special radius, and reducing elbows and long radius elbows greater than 24-inch diameter shall be of mitered construction with at least five (5) miter sections for 90-degree bends, three (3) mitered sections for 45- and 60-degree bends, and two (2) mitered sections for 30 degree and smaller bends. Reducers shall be straight tapered, cone type. Tees, crosses, laterals and wyes shall be shop fabricated from pipe.
 2. Grooved end type manufactured in accordance with ASTM A403. Long radius elbows up to 12-inch diameter shall be smooth flow; i.e., centerline to end of elbow equals 1.5 times the nominal pipe size. Reducing tee fittings shall be shop fabricated from stainless steel pipe conforming to ASTM A312.
- C. The finish on the raw material, manufactured to ASTM A240 will be No. 1, HRAP (hot rolled annealed and pickled) or better. The finish on the completed pipe and fittings shall be as specified in ASTM A778 and A774, respectively.

2.2 FLANGES

- A. Flanged pipe ends shall be made up of type 304L stainless steel slip-on type rolled angle face rings and hot dipped galvanized ductile iron back-up flanges drilled to ANSI 16.1 Class 125 standard. The angle face ring thickness shall be equal to or greater than the wall of the pipe or fitting to which it is welded and it shall be continuously welded on both sides to the pipe or fitting. The angle leg shall not interfere with the flange bolt holes. The back-up flanges shall be supplied with the following nominal thicknesses.

<u>Nominal Pipe Size (Inches)</u>	<u>Flange Thickness (Inches)</u>
2-1/2 - 3	1/2
4	9/16
6 - 10	5/8
12 - 16	3/4
18 - 20	7/8
24 - 30	1
36	1-1/8

2.3 COUPLINGS

- A. The piping will be shop prepared for pipe couplings where shown on the drawings or specified herein.
1. Sleeve type couplings shall be Dresser style 38 or equal, of standard steel construction with rubber gaskets suitable for 250 deg F air service. Pipe shall be plain end with external weld beads ground smooth to insure proper gasket seating. For pressure pipe lines, sleeve coupling joints will be restrained by the use of harness rods connecting across the joint to flange lugs on adjacent flange joints. Where no adjacent flange joints exist, stainless steel harness lugs shall be welded to the pipe to receive the harness rods. All sleeve couplings, flange lugs, harness rods and hardware will be provided by the Contractor.
 2. Arched band (split-sleeve) type couplings shall be stainless steel of equal or superior alloy and wall thickness as the pipe and will be Depend-O-Lok type as manufactured by Victaulic Depend-O Lok. Couplings will be Fixed - FxF, Expansion - ExE, or Fixed by Expansion - FxE as noted on the drawings or as required. The pipe shall be plain end with external weld beads ground smooth and with S.S. restraining rings shop welded to the piping for fixed type couplings.
 3. Grooved-End Joint Couplings:
 - a. Flexible grooved-end joint couplings shall have Type 316 stainless steel housings, conforming to ASTM A351, A743 and A744, complete with synthetic rubber gasket. (Grade to suit the intended service.) Use in locations where vibration attenuation and stress relief are required. Flexible couplings may be used in lieu of flexible connectors at equipment connections. (Couplings shall be placed in close proximity to the vibration source.) Victaulic Style 77S.
 - b. For exterior applications, stainless steel grooved-end joint rigid couplings shall be Type 316 stainless steel housings, conforming to ASTM A351, A743, A744, key designed to clamp the bottom of the groove to provide rigidity, complete with synthetic rubber gasket. (Grade to suit the intended service.) Victaulic Style 489.
 - c. For interior applications, ductile iron grooved-end rigid joint couplings for stainless steel pipe shall have ductile iron housings, conforming to ASTM A395 and A536, key designed to clamp the bottom of the groove to provide rigidity, complete with synthetic rubber gasket. (Grade to suit the intended service). Victaulic Style 89.

Diameter	Style 77S Flexible	Style 489 Rigid	Style 89 Rigid
2 - 2-1/2	500	300	300
3	400	300	300
4	350	300	300
6	200	300	300
8	125	300	300
10	75	300	300
12	125	300	300

2.4 THREADED CONNECTIONS

- A. Threaded pipe, gauge or instrument connections shall be made using stainless steel, 150-pound threaded half-couplings conforming to ASTM A182 or ASTM A276, shop welded to the pipe at the locations shown on the drawings.

2.5 JOINTS

- A. Flanges shall be provided as a minimum at all flanged valves, meters, couplings, and other equipment. Couplings will be provided as shown on the drawings.
- B. Pipe and fitting spools shall be shop fabricated to the fullest extent possible in 40'-0" maximum lengths with 7'-6" maximum widths for efficient commercial transport to the project site. Spools with fittings may exceed 40'-0" so long as length allows commercial transport. Smaller pipe spools shall be provided with joints as shown on the drawings for special handling, installation, and/or disassembly requirements.
- C. All other joints required for shipping, handling and installation of the piping spools shall be flange joints, grooved-end joint couplings, sleeve couplings, or split-sleeve band couplings.

2.6 BOLTING

- A. Bolts, washers, nuts, and other hardware for flange bolting shall be Type 316 SS. Number and size of bolts shall conform to ANSI B16.1 requirements for each size of flange.

2.7 GASKETS

- A. EPDM, 1/8-inchthick, 230 deg F rated for air service.

PART 3 - EXECUTION

3.1 SHOP FABRICATION

- A. After the manufacture of individual stainless steel fittings and pipe lengths, they shall be pickled by immersion in a tank containing an ambient nitric-hydrofluoric acid solution made up from Oakite Deoxidizer SS, or equal, and monitored to generally maintain a 25% or higher solution by volume of water. The duration of immersion shall be 15 to 20 minutes and may be supplemented by manually scrubbing or brushing with non-metallic pads or stainless steel wire brushes. The acid treatment shall be followed by immersion in a rinse water tank, followed, if necessary, by a spray rinse. The stainless steel products shall then be allowed to air dry to achieve passivation.
- B. Welding of pipe spools shall be performed using welders and procedures qualified in accordance with ASME Section IX. Piping with wall thicknesses up to and including 11-gauge (0.125") shall be welded with the TIG (GTAW) process. Heavier walls shall be beveled according to procedure, roof pass welded with the TIG (GTAW), and have subsequent weld passes performed using the TIG (GTAW), MIG (GMAW), or Metallic Arc (SMAW) process. Filler metal of equal or superior ELC grades only shall be added to all welds to provide a cross section at the weld equal to or greater than the parent metal.

Weld deposit shall be smooth and evenly distributed; weld reinforcement shall be as follows:

<u>Wall Thickness</u>	<u>Weld Reinforcement (Max.)</u>	
	<u>I.D.</u>	<u>O.D.</u>
Up to 12 Ga. (0.109")	1/16"	3/32"
11 Ga. (0.125") to 3/16" Pl.	3/32"	1/8"
1/4" Plate & Larger	1/8"	3/16"

Concavity, undercut, cracks or crevices shall not be allowed. Butt welds shall have full penetration to the interior surface, and inert argon gas shielding shall be provided to the interior and exterior of the joint. Angle face rings shall be continuously welded on both sides to pipe or fitting. Exterior welds, such as the back side of face rings or flanges and structural attachments, may be welded by the MIG (GMAW) or Metallic Arc (SMAW) process; however, care must be taken to avoid melting through to the interior surface on very light walls. Excessive weld deposits, slag, spatter and projections shall be removed by grinding. Welds on gasket surfaces shall be ground smooth.

- C. Spools shall be fabricated to the "Pipe Fabrication Institute" fabricating tolerances ES-3 (1981).
- D. After shop fabrication into pipe spools, exterior welds shall be manually scrubbed or brushed with non-metallic pads or stainless-steel wire brushes to remove weld discoloration, rinsed with clean water and allowed to air dry.
- E. All fabricated piping shall have openings plugged and flanges secured for storage and/or transport after fabrication. All fabricated piping shall be piece marked with identifying numbers or codes which correspond to the Contractor's layout and installation drawings. The marks will be located on the spools at opposite ends and 180 degrees apart.
- F. The piping supplier during manufacturing, fabrication and handling stages, and the Contractor during handling and installation stages, shall use extreme care to avoid the contact of any ferrous materials with the stainless steel piping. All saws, drills, files, wire brushes, etc., shall be used for stainless steel piping only. Pipe storage and fabrication racks shall be nonferrous or stainless steel or rubber lined. Nylon slings or straps or alloy chains or cable shall be used for handling stainless steel piping. After installation, the Contractor shall wash and rinse all foreign matter from the piping surface. If rusting of embedded iron occurs, the Contractor shall pickle the affected surface with Oakite Deoxidizer SS or equal, scrub with stainless steel brushes and rinse clean.
- G. Grooved-End Joint Installation:
 - 1. All grooved couplings, fittings, valves and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
 - 2. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove.

- A. No field welding will be permitted.

3.3 PAINTING

- A. After installation, the Contractor shall paint all steel or iron flanges, couplings, and appurtenances in accordance with Section 099100. Painting of the stainless steel pipe is not required. However, the Contractor shall be responsible for supplying and installing the stainless steel piping with a consistently clean surface. Identifying spool piece marks shall be removed with paint thinner or solvents and the entire stainless steel surface shall be washed with detergent and hot water and rinsed clean.

3.4 TESTING

- A. After installation, the piping system shall be tested at 12 psig by the Contractor.

END OF SECTION 401223

SECTION 402400 – PIPES, TUBINGS AND PIPE FITTINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Extent of pipe, tube, and fittings required by this section is indicated on drawings

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacturer of pipes and pipe fittings of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Codes and Standards:
 - 1. Welding: Quality welding procedures, welders and operators in accordance with ASME B31.1, or ASME B31.9, as applicable, for shop and project site welding of piping work.
 - a. Certify welding of piping work using Standard Procedure Specifications by, and welders tested under supervision of, the National Certified Pipe Welding Bureau (NCPWB).
 - 2. NSF Labels: Where plastic piping is indicated to transport potable water, provide pipe and fittings bearing approval label by National Sanitation Foundation (NSF).

1.4 SUBMITTALS

- A. Product Data:
 - 1. Product Data: Submit manufacturer's technical product data, installation instructions, and dimensioned drawings for each type of pipe and pipe fitting. Submit piping schedule showing Manufacturer, pipe or tube weight, fitting type, and joint type for each piping system.
 - 2. Submit manufacturer's technical data and application instructions per General Requirements NSF Item Nos. 61 and 97.
- B. Welding Certifications: Submit reports as required for piping work.
- C. Grooved joint products shall be shown on drawings and product submittals shall be specifically identified with the applicable Victaulic style or series number.
- D. Brazing Certifications: Submit reports as required for piping work.

- E. Maintenance Data: Submit maintenance data and parts lists for each type of mechanical fitting. Include this data, product data, and certifications in maintenance manual; in accordance with requirements of Division 1.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Where possible, store pipe and tube inside and protected from weather. Where necessary to store outside, elevate above grade and enclose with durable, waterproof wrapping.
- B. Protect flanges and fittings from moisture and dirt by inside storage and enclosure, or by packing with durable, waterproof wrapping.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Piping Materials: Provide pipe and tube of type, joint type, grade, size and weight (wall thickness or Class) indicated for each service. Where type, grade or class is not indicated, provide proper selection as determined by Installer for installation requirements, and comply with governing regulations and industry standards.
- B. All standard and special ductile iron castings shall conform to the latest applicable AWWA and/or ANSI specifications for pressure fittings with end conditions as specified herein. AWWA C110 (ANSI A21.10) shall be applicable for all ductile iron fittings.
- C. Pipe/Tube Fittings: Provide factory-fabricated fittings of type, materials, grade, class and pressure rating indicated for each service and pipe size. Provide sizes and types matching pipe, tube, valves or equipment connection in each case. Where not otherwise indicated, comply with governing regulations and industry standards for selections, and with pipe manufacturer's recommendations where applicable.

2.2 STEEL PIPE AND FITTINGS

- A. American Water Works Association (AWWA):
 - 1. AWWA C110, Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and Other Liquids
 - 2. AWWA C200, Steel Water Pipe for pipe 6" and larger.
 - 3. AWWA C203, Coal Tar Protective Coatings and Linings for Steel Water Pipe for enamel and tape, hot applied.
 - 4. AWWA C204, Chlorinated Rubber-Alkyd Paint System for Steel Water Pipe.
 - 5. AWWA C205, Cement-Mortar Protective Lining and Coating for Steel Pipe.
 - 6. AWWA C206, Field Welding of Steel Water Pipe.
 - 7. AWWA C207, Steel Pipe Flanges for Waterworks Service.
 - 8. AWWA C208, Dimensions for Steel Water Pipe Fittings.
 - 9. AWWA C209, Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections and Fittings for Steel Water Pipelines.

10. AWWA C602, Cement Mortar Lining of Water Pipelines - 4-Inches and Larger in Place.
11. AWWA C606, Grooved and Shoulder Joints.
12. AWWA C800, Underground Service Line Valves and Fittings.
13. AWWA M11, Steel Pipe - A Guide for Design and Installation.

B. American Society for Testing and Materials (ASTM)

1. Black Steel Pipe or Galvanized Steel Pipe: ASTM A 53, A 106 or A 120; except comply with ASTM A 53 or A 106 where close coiling or bending is required.
2. Electric-Resistance-Welded Steel Pipe: ASTM A 135.
3. Electric-Fusion-Welded Steel Pipe: ASTM A 671, A 672, or A 691.
4. Stainless Steel Pipe: ASTM A 312; Grade TP 304.
5. Stainless Steel Sanitary Tubing: ASTM A 270; Finish No. 80.

C. Steel Flanges/Fittings

1. American National Standards Institute (ANSI)
 - a. Cast-Iron Flanged Fittings: ANSI B16.1, including bolting
 - b. Cast-Iron Threaded Fittings: ANSI B16.4.
 - c. ANSI B16.5, including bolting and gasketing of the following material group, end connection and facing
2. Manufacturer Standardization Society (MSS)
 - a. MSS SP-51, Corrosion-Resistant Cast Flanges/Fittings, including bolting and gasketing.
 - b. MSS SP-43 Stainless-Steel Buttwelding Fittings.

D. Forged Branch-Connection Fittings: Except as otherwise indicated, provided type as determined by Installer to comply with installation requirements.

1. Pipe Nipples: Fabricated from same pipe as used for connected pipe; except do not use less than Schedule 80 pipe where length remaining unthreaded is less than 1-1/2", and where pipe size is less than 1-1/2", and do not thread nipples full length (no close-nipples).

2.3 CAST / DUCTILE IRON PRESSURE PIPES AND PIPE FITTINGS

A. Pipe

1. Flanged
 - a. Standard: AWWA C115 (ANSI A21.15)
 - b. Thickness: Comply with Pipe Schedule on Drawings. If not shown, use Class 52, as a minimum.
2. Non-Flanged
 - a. Standard: AWWA C151 (ANSI A21.51).
3. Thickness: Comply with Pipe Schedule on Drawings. If not shown, use Class 52, as a minimum.

- B. Joints: As shown on the Drawings. If not designated, use radius cut grooved joints for exposed piping and push-on or mechanical joints for buried piping.
1. Flanged:
 - a. Standard: AWWA C110 (ANSI A21.10).
 - b. Gaskets: 1/8-inch thick red rubber, full face.
 - 1) Air Main Service: 250 degrees F high temperature type.
 - c. Bolts and Nuts:
 - 1) Standard: ANSI B18.2.1 and ANSI B18.2.2, respectively.
 - 2) Material, Exposed: ASTM A 307, Grade B.
 - 3) Material, Buried or Submerged: Type 304 stainless steel.
 2. Mechanical Joint:
 - a. Standards: AWWA C111 (ANSI A21.11).
 - b. Gaskets:
 - 1) General: Plain rubber.
 - 2) Air Main Service: 250 degrees F high temperature type.
 - c. Bolts and Nuts: High strength low alloy steel.
- C. Fittings
1. Standard: AWWA C110 (ANSI A21.10)
 2. Pressure Rating: Class 250, unless otherwise specified.
 3. Material: Ductile-iron or cast-iron.
 4. Gaskets: Comply with specifications for joints.
 5. Bolts and Nuts: Comply with specifications for joints.
 6. Restrained Joint Systems: Use fittings with restrained joint system specified above.
- D. Pipe Lining and Encasement
1. AWWA C104 (ANSI A21.4), Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
 2. AWWA C105 (ANSI A21.6), Polyethylene Encasement for Ductile-iron Piping for Water and Other Liquids.
- E. Specials:
1. Transition Pieces:
 - a. Furnish suitable transition pieces for connections to existing piping.
 - b. Expose existing piping to determine material, dimensions and other data required for transition pieces and to confirm details shown on Drawings.
 2. Taps:
 - a. Provide taps where shown or required for small pipe connections and other purposes.
 - b. Where pipe or fitting wall thickness is inadequate to provide required minimum number of threads, provide a boss or pipe saddle. Provide boss or pipe saddle for all taps over 2-inch size.
 3. Pipe Adapters: Provide necessary adapters to join pipe of different types. Comply with specifications for respective joints.
 4. Unit Flanges:

- a. Manufacturers:
 - 1) E-Z Flange by EBAA Iron Sales, Inc.
 - 2) Uni-Flange by The Ford Meter Box Company, Inc.
 - 3) Or equal.
 - b. Materials:
 - 1) Flange: Ductile-iron Grade 65-45-12.
 - 2) Set Screws: ANSI 4140 Steel.
 - 3) Gasket:
 - a) Rubber.
 - b) Air Main Service: 250 degrees F high temperature type.
- F. Thrust Restraint: Equal to standard thread on flange.
- G. Couplings: The pipe coupling shall be of a gasketed, sleeve-type design with diameter to properly fit the pipe.
- 1. Manufacturers:
 - a. EBAA Iron Sales, Inc.
 - b. Smith and Blair
 - c. US Pipe
 - d. Or equal.

2.4 PLASTIC PIPE AND FITTINGS

A. Standards:

- 1. ASTM F 441, Chlorinated Polyvinyl Chloride Pipe (CPVC).
- 2. AWWA C901, Polyethylene (PE) Pressure Pipe & Tubing, 1/2 inch through 3 inch for water.
- 3. AWWA C905, Polyvinyl Chloride Water Pipe (PVC)
- 4. ASTM D 2104, Polyethylene Pipe (PE).
- 5. ASTM D 1785, Polyvinyl Chloride Pipe (PVC).
- 6. ASTM D 2737-21, Standard Specification for Polyethylene (PE) Plastic Tubing
- 7. ASTM 2740, Standard Specification for Polyvinyl Chloride (PVC) Plastic Tubing.

B. PE Fittings

- 1. ASTM D 3261-16, Standard Specification for Butt Heat Fusion for Polyethylene (PE) Plastic Pipe and Tubing.
- 2. ASTM D 3197 Standard Specification for Insert-Type Polyethylene Fusion Fittings for SDR 11 Polyethylene Pipe.
- 3. ASTM D 2837, Standard Test Method for Obtaining Hydrostatic Design Basis for the Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
- 4. ASTM D 2609, ASTM D 2609-21, Standard specification Insert Fittings for Polyethylene (PE) Plastic Pipe.

C. PVC Fittings

1. Schedule 40 Socket: ASTM D 2466.
2. Schedule 80 Socket: ASTM D 2467.
3. Schedule 80 Threaded: ASTM D 2464.
4. DWV Socket: ASTM D 2665.
5. Sewer Socket: ASTM D 2729.
6. Solvent Cement: ASTM D 2564.
7. Solvent Cement (to join PVC to ABS): ASTM D 3138.

D. CPVC Fittings

1. Schedule 40 Socket: ASTM F 438.
2. Solvent Cement: ASTM D 2564.

2.5 PLASTIC TUBING

A. General: Tubing in accordance with the following requirements shall be utilized where designated on the Drawings.

1. Tubing material for feeding Sodium Hypochlorite (NaOCl) solution shall be 1/2-inch diameter shall be of PP or PE material.
2. Tubing Fittings: Manufacturer by Jaco, or approved equal.
3. Where designated for use, chemical casing pipe proposed to support the plastic tubing shall be 3-inch PVC Schedule 80 rigid un-plasticized polyvinyl chloride pipe.
4. All materials, including joints and fittings, shall be suitable for exposure to 12.5% Sodium Hypochlorite solution.

B. Standards

1. ASTM D 2737-21, Standard Specification for Polyethylene (PE) Plastic Tubing.
2. ASTM D 2740, Standard Specification for Polyvinyl Chloride (PVC) Tubing.

C. Fittings:

1. ASTM D 2609-21, Standard specification Insert Fittings for Polyethylene (PE) Plastic Pipe.

2.6 GROOVED PIPING PRODUCTS

A. General: As Installer's option, mechanical grooved pipe couplings and fittings may be used for water piping systems having operating conditions not exceeding 230 deg F (110 deg C), excluding steam piping and any other service not recommended by manufacturer, in lieu of welded, flanged, or threaded methods, and may also be used as unions, seismic joints, flexible connections, expansion joints, expansion compensators, or vibration reducers.

B. Coupling Housings: Ductile iron conforming to ASTM A 536.

- C. Coupling Housings Description: Grooved mechanical type, which engages grooved or shouldered pipe ends, encasing an elastomeric gasket which bridges pipe ends to create seal. Cast in two or more parts, secure together during assembly with nuts and bolts. Permit degree of contraction and expansion as specified in manufacturer's latest published literature.
- D. Gaskets: Mechanical grooved coupling design, pressure responsive so that internal pressure serves to increase seal's tightness, constructed of elastomers having properties as designated by ASTM D 2000.
 - 1. Water Services:
 - a. EDPM Grade E, with green color code identification.
 - b. Halogenated Butyl, with brown color code identification.
 - 2. Other Services: As recommended by Manufacturer.
- E. Bolts and Nuts: Heat-treated carbon steel, ASTM A 449 and A 183, minimum tensile 110,000 psi.
 - 1. Exposed Locations: Tamper resistant nuts.
- F. Branch Stub-Ins:
 - 1. Steel Piping: Couplings shall consist of two housings.
 - a. Rigid: Coupling housings with offsetting, angle-pattern bolt pads shall be used to provide system rigidity and support and hanging in accordance with ANSI B31.1 and B31.9. Installation-Ready, for direct stab installation without field disassembly. Basis of Design: Victaulic Style 107N.
 - b. Flexible: Use in locations where vibration attenuation and stress relief are required. Flexible couplings may be used in lieu of flexible connectors at equipment connections. Three couplings, for each connector, shall be placed in close proximity to the vibration source. Basis of Design: Victaulic Style 177 Installation-Ready, and Style 77.
 - c. AGS series two-segment couplings with lead-in chamfer on housing key and wide-width Flush Seal gasket. Basis of Design: Victaulic Style W07 (rigid) and Style W77 (flexible).
 - 2. Stainless Steel Piping: Ductile iron (ASTM A 536) or stainless steel (ASTM A 351) housings:
 - a. Rigid: Coupling housings shall engage the bottom of the groove. Victaulic Style 89 and W89 (ductile iron) or Style 489 (stainless steel).
 - b. Flexible: Victaulic Style 77S.
 - c. Schedule 5S and 10S pipe shall be grooved using a Victaulic grooving tool equipped with RX roll sets, specifically designed for stainless steel pipe. 2" and down shall be Vic-Press.
 - 3. Ductile Iron Piping: Victaulic Style 31.
 - a. For direct connection between AWWA / ductile iron pipe and IPS / steel pipe sizes, Victaulic Style 307 transition couplings.
 - 4. Copper Tubing: Copper tube dimensioned, installation-ready type, with offsetting angle-pattern bolt pads. Victaulic Style 607H.

- G. Branch Stub-Ins: Upper housing with full locating collar for rigid positioning engaging machine-cut hole in pipe, encasing elastomeric gasket conforming to pipe outside diameter around hole, and lower housing with positioning lugs, secured together during assembly with nuts and bolts.
- H. Fittings: Grooved or shouldered end design to accept grooved mechanical couplings.
 - 1. Ductile Iron: ASTM A 536.
 - 2. Factory Fabricated Steel: ASTM A 53, Type F for 3/4" to 1-1/2"; Type E or S, Grade B for 2" to 20".
 - 3. Stainless Steel: ASTM A 403 or factory-fabricated from ASTM A312 stainless steel pipe.
 - 4. Copper-Tubing: ASME B16.22 wrought copper or ASME B16.18 cast bronze.
- I. Flanges: Conform to Class 125 cast iron and Class 150 steel bolt hole alignment.
 - 1. Ductile Iron: ASTM A 536.
 - 2. Stainless Steel: ASTM A 351.
- J. Grooves: Conform to the following:
 - 1. Standard Steel: Square cut.
 - 2. Lightweight Steel: Roll grooved.
 - 3. Ductile Iron: Radius cut grooved, AWWA C606.
 - 4. Stainless Steel: Victaulic RX grooved ends.
 - 5. Copper-Tubing: Copper tube dimensioned. Flaring the adjoining pipe or fitting ends to accommodate alternate sized couplings is not permitted.
- K. Manufacturer: Subject to compliance with requirements, provide grooved piping products of one of the following:
 - 1. Victaulic Co. of America.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install pipes and pipe fittings in accordance with recognized industry practices which will achieve permanently- leakproof piping systems, capable of performing each indicated service without piping failure. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance/replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align piping accurately at connections, within 1/16" misalignment tolerance.
 - 1. Comply with ANSI B31 Code for Pressure Piping.
- B. The Contractor shall install all chemical feed piping as recommended by the manufacturer, shown on the drawings, and according to industry standards.

- C. Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. Locate runs as shown or described by diagrams, details and notations or, if not otherwise indicated, run piping in shortest route which does not obstruct usable space or block access for servicing building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of building; limit clearance to 1/2" where furring is shown for enclosure or concealment of piping, but allow for insulation thickness, if any. Where possible, locate insulated piping for 1" clearance outside insulation. Wherever possible in finished and occupied spaces, conceal piping from view, by locating in column enclosures, in hollow wall construction or above suspended ceilings; do not encase horizontal runs in solid partitions, except as indicated.
- D. Electrical Equipment Spaces: Do not run piping through transformer vaults and other electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run through electrical spaces.

3.2 PIPING SYSTEM JOINTS

- A. General: Provide joints of type indicated in each piping system.
- B. Thread pipe in accordance with ANSI B2.1; cut threads full and clean using sharp dies. Ream threaded ends to remove burrs and restore full inside diameter. Apply pipe joint compound, or pipe joint tape (Teflon) where recommended by pipe/fitting manufacturer, on male threads at each joint and tighten joint to leave not more than 3 threads exposed.
- C. Weld pipe joints in accordance with recognized industry practice and as follows:
 - 1. ASME Code for Pressure Piping, B31.
 - 2. Weld pipe joints only when ambient temperature is above 0 deg F (-18 deg C) where possible.
 - 3. Bevel pipe ends at a 37.5 deg angle where possible, smooth rough cuts, and clean to remove slag, metal particles and dirt.
 - 4. Use pipe clamps or tack-weld joints with 1" long welds; 4 welds for pipe sizes to 10", 8 welds for pipe sizes 12" to 20".
 - 5. Build up welds with stringer-bead pass, followed by hot pass, followed by cover or filler pass. Eliminate valleys at center and edges of each weld. Weld by procedures which will ensure elimination of unsound or unfused metal, cracks, oxidation, blow-holes and non-metallic inclusions.
 - 6. Do not weld-out piping system imperfections by tack- welding procedures; refabricate to comply with requirements.
 - 7. At Installer's option, install forged branch-connection fittings wherever branch pipe is indicated; or install regular "T" fitting.
 - 8. At Installer's option, install forged branch-connection fittings wherever branch pipe of size smaller than main pipe is indicated; or install regular "T" fitting.
- D. Weld pipe joints of steel water pipe in accordance with AWWA C206.

- E. Flanged Joints: Match flanges within piping system, and at connections with valves and equipment. Clean flange faces and install gaskets. Tighten bolts to provide uniform compression of gaskets.

END OF SECTION 402400

SECTION 409600 - SUPERVISORY CONTROL & DATA ACQUISITION SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work to be accomplished under this section shall consist of the following:

1. Furnishing the labor, tools and equipment necessary for existing Supervisory Control and Data Acquisition (SCADA) system interface with a new filter & softener control panel supporting the additional iron filtration unit (Filter #2).
2. Furnishing the labor, tools and equipment necessary for existing SCADA system interface with a new filter & softener control panel supporting the existing iron filtration unit (Filter #1).
3. The complete SCADA system interface shall be designed, fabricated, programmed, tested, started up, and warranted by a single supplier to ensure a single source of responsibility.

B. Scope of Work: This section covers a SCADA system upgrade to include:

1. Interface of existing / proposed equipment at the WTP to monitor noted equipment operations and data.
2. Coordination between General Contractor, Electrical Contractor, Owner & Filter Equipment Manufacturer to ensure functionality and controls requirements are met.
3. Integration of Filter #2 into plant SCADA system.
4. Transfer of the controls interface supporting Filter #1 from the existing filter & softener control panel to the new filter & softener control panel.
5. Transfer of the controls interface supporting softener operations from the existing filter & softener control panel to the new filter & softener control panel.

C. General/Electrical Contractor Shall Supply

1. All equipment required in other sections of the specifications.
2. Conduit and conductors to interface local control panels, local equipment, and power supply.
3. Provision of the replacement Filter / Softener Control Panel (via the filter equipment manufacturer) including all PLCs and related components and enclosures.
4. Provision of the Filter No. 2 solenoid panel (via the filter equipment manufacturer).
5. As-built mechanical drawings.

D. System Integrator Shall Supply:

1. Engineering submittal and shop drawings related to the SCADA system prior to installation.
2. Operation and maintenance manuals, as detailed in this section.
3. All start-up labor and services, as required for equipment specified in this section.
4. All user licenses and fees for software supplied in this system with licenses in the

name of the Owner.

5. Operator training as detailed in this section.

E. Owner Shall Supply:

1. Access and easements as needed.
2. 120 VAC power.

1.2 RELATED SECTIONS

- A. Division 46 – Water and Wastewater Equipment

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: The system specified herein shall be the product of a manufacturer who can demonstrate at least ten (10) years of satisfactory experience in furnishing and installing comparable control systems for water and wastewater installations.
- B. The manufacturer of this system shall maintain a 24-hour available inventory of all replaceable modules to assure the Owner of prompt maintenance service and a single source of responsibility.
- C. Approval Agencies: The control system and its components shall comply will all applicable requirements of the following:
1. Electrical Code Compliance (National & Local)
 2. UL 508A
 3. NEMA Compliance
 4. IEEE Compliance
 5. EIA Compliance
 6. FCC Compliance

1.4 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Include list which indicates use, operating range, total range and location for manufactured components.
- C. Submit manufacturer's installation procedures under provisions of Section 013300.
- D. Complete submittal shall be provided to the engineer for approval prior to equipment fabrication. The submittal data shall include the following:
1. Product Data - Provide product data sheets for each instrument and component supplied in the system. The data sheets shall show the component name as used on reference drawings, manufacturer's model number or other product designator, input and output characteristics, scale or ranges selected, electrical or mechanical

- requirements, and materials compatibility.
2. Shop Drawings - Provide drawings for each panel showing the wiring diagrams for control circuits and interconnections of all components. The drawings shall include wiring diagrams for all remote devices connected to the panel.

1.5 MAINTENANCE INFORMATION

- A. Maintenance Data Manuals: Submit maintenance manuals and "as built" drawings on all items supplied with the system. The manuals and drawings are to be bound into one or more books as needed. In addition to "as-built" engineering submittal data and drawings, the manual shall include trouble shooting guides and maintenance and calibration data for all adjustable items.

1.6 JOB CONDITIONS

- A. All instruments and equipment shall be designed to operate under the environmental conditions where they are to perform their service. The equipment shall be designed to handle lightning and transient voltages as normal environmental hazards. The environmental conditions are as follows:
 1. Outdoor - The equipment will be exposed to direct sunlight, dust, rain, snow, ambient temperatures from -20 to +120 degrees F, relative humidity of 10 to 100 percent, and other natural outdoor conditions. The installations shall be hardened to with stand normal vandalism.
 2. Indoor - The equipment will be capable of operating in ambient temperatures of +32 to +130 degrees F and relative humidity of 20 to 100 percent.

1.7 DELIVERY, STORAGE, & HANDLING

- A. All items shall be stored in a dry sheltered place, not exposed to the outside elements, until ready for installation. All items shall be handled with appropriate care to avoid damage during transport and installation.

1.8 SEQUENCING & SCHEDULING

- A. Coordination: The Systems Integrator shall coordinate with other electrical and mechanical work including wires/cables, raceways, electrical boxes and fittings, controls supplied by others, and existing controls, to properly interface installation and commissioning of the control system.
- B. Sequence: Sequence installation and start-up work with other trades to minimize downtime and to minimize the possibility of damage and soiling during the remainder of the construction period.

1.9 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Section 017800.

PART 2 - PRODUCTS

2.1 EXISTING FILTER & SOFTENER SOLENIOD PANEL UPGRADE

- A. The existing filter and softener solenoid panel shall be replaced as a part of this project. The work related to this upgrade shall be a part of the work performed by the General Contractor / Electrical Contractor / Filter Manufacturer. Interface of the equipment and I/O from this panel to the plant SCADA system shall be the responsibility of the SCADA System Integrator.
- B. Equipment supplied shall be compliant in function and voltage requirements to support interface and operation with the replacement filter / softener control panel.

2.2 WTP SCADA SYSTEM

- A. The SCADA system which monitors and controls overall water treatment plant and distribution systems is existing. The system is supported by Industrial Technology Solutions, LLC, Columbus, OH.
- B. Interface of the new filter equipment, as well as the existing filter and softener equipment via the replacement filter / softener control panel, with the existing SCADA system to support monitoring and operation is a part of this project. The work related to this interface shall be a part of the work performed by the SCADA System Integrator.
- C. Equipment supplied shall be compliant in function and voltage requirements to support interface and operation with the existing SCADA system.

2.3 ENCLOSURES

- A. Enclosures, where required, shall be NEMA 12 for indoor and NEMA 4X for outdoor locations. Enclosures shall be fabricated from a minimum of 14-gauge cold rolled steel with a baked enamel finish in the manufacturer's standard color. Units shall include a single gasket front door. Hinges, locking hasp and door clamping hardware shall be included.

2.4 INCOMING POWER REQUIREMENTS & UPS

- A. Controls shall operate from a source of 120 volts, 1 phase, 60 Hz. The panel shall be equipped with an uninterruptible power supply (UPS). The UPS shall condition the power as well as provide 500 VA of power during outages. A 6-amp control power circuit breaker shall be employed as both a method of equipment protection and as a means of power disconnection. The circuit breaker shall be a single pole, thermal, magnetic type with a 10,000 Amp Interrupt Current rating. The circuit breaker shall be UL-listed.

2.5 POWER SUPPLIES

- A. All DC power supplies required for operation/additional equipment shall be provided. Units shall provide sufficient voltage regulation and ripple control to assure powered components can operate within their required tolerances.

2.6 NETWORK DATA LINE SURGE SUPPRESSORS

- A. Provide transient surge suppressors for all leased telephone line, and Ethernet connections that are included as a part of this system. Unit shall have connection capabilities for RJ45, 100 BASE-T, 10 BASE-T, Token Ring, and RS-422 connections. The unit shall have a nominal clamping voltage of 7.5 volts and a Peak Pulse Current rating of 750 amperes. Unit shall be as manufactured by Tripp Lite, Inc., Model DNET-1 or equal.

PART 3 - EXECUTION

3.1 EQUIPMENT EXAMINATION AND COORDINATION

- A. Complete a field assessment of the existing equipment (filter control panel, SCADA interface, HMI, solenoid panels, etc.) to identify equipment modifications required to support the work outlined in this section.
- B. Obtain, via the General Contractor, information related to the proposed filter equipment and related replacement filter / softener control panel to provide a basis for interface of the equipment with the existing SCADA system.
- C. Coordinate with the General Contractor, Electrical Contractor, Owner & Filter Equipment Manufacturer to ensure functionality and controls requirements are met.
- D. Inspect area to assure the locations for the equipment to be installed are suitable for their application.

3.2 PREPARATION

- A. General Contractor, Electrical Contractor and System Integrator shall coordinate on installation of related components, verifying interface of equipment, scales, etc.

3.3 SYSTEM START-UP

- A. The System Integrator shall supply "Factory" personnel for start-up service as needed to insure satisfactory operation. Subsequent trips to the job site to correct defects shall be made at no charge to the Owner during the warranty period.

3.4 TRAINING

- A. The System Integrator shall supply "Factory" personnel for start-up service as needed to ensure satisfactory operation. The training shall be conducted including a minimum of two days of on-site training sessions. Subsequent trips to the job site to correct defects shall be made at no charge to the Owner during the warranty period.

- B. The initial training session shall be conducted during start-up as needed until the Owner and Engineer are satisfied that the operators are comfortable with the operation and maintenance of the system. Training shall be done on site with the Owner's personnel.

3.5 SUBSTANTIAL COMPLETION

- A. The Engineer will recommend substantial completion to the Owner only after completion of the start-up and initial training phase of the project. The Engineer shall make an inspection of the system to determine the status of completion. Substantial completion will be awarded only when the system is providing usable service to the Owner.

PART 4 - DETAILED EQUIPMENT DESCRIPTION

4.1 EQUIPMENT SUPPLY – GENERAL

- A. Panels and Enclosures: Panels and enclosures required for the scope of this work are existing.
- B. PLC, etc.: All equipment required as a part of the SCADA system and necessary for interface of Filter #2, interface with the new filter / softener control panel and display shall be supplied by the System Integrator.

4.2 OPERATION DESCRIPTION

- A. This project will involve the following control-related activities:
 - 1. Replacement of the existing filter / softener control panel with a replacement control panel that is structured to support operations of the existing filter, the existing softeners and the proposed new filter. Provision, programing and installation of this panel is the responsibility of the General Contractor, Electrical Contractor, and Filter Equipment Manufacturer.
 - 2. Interface of the replacement control panel that is structured to support operations of the existing filter, the existing softeners and the proposed new filter with the existing SCADA system including additional programming and components to support the addition of Filter #2.
- B. Interface of the Filter / Softener Control Panel with the existing SCADA system to support overall WTP operations shall remain and be supplemented with data and control functions associated with proposed Filter #2.
- C. Via interface through the existing HMI installed at the Filter Control Panel, the operator can monitor filter operations operation.

END OF SECTION 409600

SECTION 463300 – COMBINED AERATION, DETENTION TANK, AND FILTRATION PACKAGED UNIT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Related Work:
 - 1. Section 099100 – Painting
 - 2. Section 409600 – Supervisory Control and Data Acquisition System

1.2 DESCRIPTION OF WORK

- A. The equipment shall consist of one (1) combined aerator, detention tank and filtration unit in a single cylindrical steel tank, package unitized iron, manganese & odor removal plant with associated equipment to comprise a complete system, as described here in and shown on the Drawings. The unit shall oxidize dissolved iron and reduce levels of dissolved gases such as carbon dioxide, hydrogen sulfide, radon, etc., and provide detention time to enhance the oxidation process by promoting flocculation, distributing the water to the filter cells and capturing the oxidized iron and manganese in the filter media beds from the raw water.
- B. The unit shall be for treating raw water of the following approximate characteristics at a flow rate of 350 GPM:
 - 1. Number of units: 1
 - 2. Average Raw Water Characteristics
 - a. Iron: 1.18 mg/L
 - b. Manganese: 0.080 mg/L
 - c. Hardness: 444 mg/L as CaCO₃
 - d. Arsenic ND
 - 3. Individual Raw Water Characteristics (September 25, 2025)

WELL	FACILITY ID/SAMPLING POINT	HARDNESS (MG/L AS CACO3)	IRON (UG/L AS FE)	MANGANESE (UG/L, TOTAL)	ARSENIC, (UG/L)	pH
WELL NO. 2	WL85852 (RS002)	481	1690	83	0.6	7.40
WELL NO. 3	WL003 (RS003)	438	966	73	ND	7.31
WELL NO. 4	WL004 (RS004)	413	897	85	ND	7.33

- C. The packaged unit shall comprise a complete assembly including, but not limited to: inlet control valve, blower, aerator chamber, detention tank, filter, filter underdrain, underdrain concrete sub-fill, filter media, backwash collection system, all piping and valves for aerator inlet connection to the filter effluent connection, all necessary relief valves, air vents, electrical control, solenoid valve control panel, access ladder, grating and hand railing at the top of the tank, and all other accessories required for satisfactory operation.
- D. The new unit shall match existing tank dimensions and all piping penetrations elevations.
- E. In addition to the valves integral to the filter fascia piping, the Contractor shall furnish and install the following piping/valves to facilitate interface of the proposed filter with the existing water treatment plant facilities:
1. One (1) 8" finished water effluent manual butterfly valve to support the Filter No. 2 isolation.
 2. One (1) 3" air header manual gate air service butterfly valve to support Filter No. 2 isolation.
 3. Modification of existing 3" air scour piping to Filter No. 1 to incorporate a tee to interface air scour piping to Filter No. 2 and one (1) 3" air header manual air service butterfly valve to support Filter No. 1 isolation.
 4. Modification of the existing 1" PVC SCH 80 Chlorination feed system as shown on the Drawings to support:
 - a. interface with one (1) of the chem feed lines routed to the static mixer within Filter No. 2.
 - b. piping and valving shall include one (1) solenoid actuated valve in addition to one (1) ball valve supporting isolation of the chem feed to Filter No. 1 and one (1) solenoid actuated valve in addition to one (1) ball valve supporting isolation of the chem feed to Filter No. 2.
 5. Modification of the existing 1/2" PVC SCH 80 potassium permanganate feed system as shown on the Drawings to support: to support interface with one (1) of the chem feed lines routed to the static mixer within Filter No. 2 as shown on the Drawings. Valving shall include the addition of solenoid valves that isolate the chemical feed flow to either Filter No. 1 or Filter No. 2 dependent upon the filtration unit selected for operation.
 - a. interface with one (1) of the chem feed lines routed to the static mixer within Filter No. 2. Piping shall include a solenoid actuated valve in addition to an isolation valve.
 - b. interface with the supplemental chemical feed near the filter influent header on Filter No. 2. Piping shall include a solenoid actuated valve in addition to an isolation valve.
 - c. piping and valving shall include the addition of one (1) solenoid valve one each of the chemical feed lines supplying flow to Filter No. 1.
 - d. Addition of one (1) ball valve in the chemical feed line routed to the raw water influent beyond the chemical feed connections to Filter No. 2 to support isolation of the feed line to the raw water header.
- F. The Contractor shall furnish all labor, materials, equipment and incidentals and testing required to provide a complete and operational system,

- G. It is the Contractor's responsibility to properly erect and install the equipment and provide all piping connections necessary as shown on the Contract Drawings.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.
- B. Manufacturers regularly engaged in the manufacture of the combined aeration, detention tank, filtration package unit as specified herein and who can demonstrate equipment of this specified design, in actual service for a period of not less than 10 years and twenty (20) installations of similar type and size with the municipal WTP addresses and phone numbers. Manufacturers who cannot meet this experience requirement will not be considered.
- C. Reference Standards:
 - 1. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - a. American Society for Testing Materials
 - b. American National Standards Institute
 - c. American Welding Society
 - d. Standards of American Water Works Association
 - e. American Society of Mechanical Engineers
 - f. National Sanitation Foundation

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and application instructions.
- B. Shop Drawings: Show all dimensions of the combined Aeration, Detention Tank and Filtration equipment components, including filter, media, underdrain nozzles details, surface preparation and coatings, and any other data.
- C. Samples:
 - 1. Contractor/Manufacturer shall provide to the Owner media gradation reports for anthracite, greensand plus and torpedo sand for review by OEPA prior to installation. Manufacturer shall not make direct submission of this information to OEPA. Submittal shall be coordinated through the Owner/Engineer.
 - 2. Provide independent laboratory results of sieve analysis for the filter media.
- D. Operation and Maintenance Manuals
 - 1. Comply with Section 017823.
 - 2. Provide one (1) printed copy and one (1) digital media copy. Printed copy of O &M Manuals shall be provided after completion of Engineers review and upon acceptance of the start-up.

1.5 WARRANTY

- A. Equipment shall be guaranteed by the Manufacturer to be free from defects in material and workmanship for a period of one (1) year from date of substantial completion or 18 months from delivery, whichever occurs first.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with Contract Documents
- B. Manufacturer shall provide one (1) complete unit.
- C. Contractor shall be responsible for off-loading and storage of filter components upon delivery
- D. Contractor shall coordinate assembly and remaining aspects of installation for the unit including, but not limited to, painting, media installation, testing, disinfection, electrical component installation and controls interface.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design
 - 1. Tonka Water, a Kurita Brand, of Minneapolis, MN, Model Dualator VI Packaged Treatment System and Simul-Wash™ filter backwash method.
 - 2. The design and layout shown on the drawings are based on the Manufacturer listed above. If equipment other than that of the Manufacturers listed herein is submitted to the Engineer for consideration as an equal, it shall be the responsibility of the CONTRACTOR wishing to make the substitution to submit with the request proposed drawings of the mechanical equipment and basin layouts acceptable to the ENGINEER.
 - 3. To be selected as an approved equal a submittal showing compliance with these specifications shall be submitted ten (10) days before bid opening. Selected equipment manufacturers will be added by addendum.
 - 4. Changes in architectural, structural, electrical, mechanical and plumbing requirements for the substitution shall be the responsibility of the CONTRACTOR wishing to make the substitution. This shall include the cost of redesign by ENGINEER or ENGINEER'S SUBCONSULTANTS. Any additional cost incurred by affected subcontractors shall be the responsibility of the CONTRACTOR and not the OWNER. Any such changes to the plans shall be stamped by a professional engineer registered the State of Ohio.

2.2 INLET CONTROL

- A. Inlet Control: Provide one float operated rubber seated, wafer type butterfly valve level control mounted in the inlet line to the aerator within the confines of the detention tank. The float shall be located near the top of the detention tank and the float lever shall be

adjustable. This level control system shall modulate the raw water flow rate equal to the filtered water flow rate. The float, linkage, and valve shall be constructed to operate while submerged.

2.3 AERATOR CHAMBER

A. General: Design to oxidize dissolved iron (Fe) in the raw water at the designed flow rate. Substantially reduce levels of undesirable gases such as hydrogen sulfide and carbon dioxide.

B. Construction

1. The aerator shall consist essentially of a closed chamber for affecting a countercurrent flow of water and air. The aerator cover shall be fixed and one side shall be hinged and bolted for access to the PVC slats and stainless steel grids.
2. The aerator internal shell chamber shall be of welded construction and fabricated from 3/16" thick aluminum alloy 3003 plate suitably reinforced with Type 6061 aluminum alloy structural members.
3. The aerator shall be welded inside and outside with fillet welds equal in size to the thickness of the plates. Appropriate water-retaining welds shall be checked at the factory with dye penetrant before shipment to ensure they are watertight.
4. A peripheral angle frame shall be welded to the base of the aerator chamber. The angle shall be fabricated of the same materials of construction as the aerator chamber. The angle shall be equipped with mounting holes for anchorage to the detention tank support structure.
5. The aerator shall have a 6-inch flanged top side influent connection and an open bottom outlet.
6. The proper number of screened air intake assemblies shall be provided. The open area of the screen shall pass the design air volume without excessive head loss. The assemblies shall be properly baffled to prevent water loss from the aerator chamber as well as wind borne water and falling debris entrance from the exterior. The internal and external air intake hoods shall be fabricated of the same materials specified for the aerator chamber.
7. The exterior hoods shall be equipped with a #24 mesh stainless steel screen removable from an aluminum frame. The exterior aeration hoods are factory mounted to the aerator chamber.
8. The internal hood shall be down turned to prevent the direct penetration of light into the aeration chamber and prevent the escape of water through the air inlet opening.
9. The aerator shall be leak tested at the factory to ensure all welds are watertight.

C. Internals:

1. A complete primary distribution system of non-corrosive water distributors and air collectors shall be provided for uniform distribution of the inlet water over the horizontal cross section of the aerator chamber and for uniform collection of exhaust air. The distributor box shall be constructed of aluminum with an inlet water velocity breaker box to absorb excess inlet flow energy prior to uniform cascade distribution, aluminum air exhaust stacks engineered and positioned for uniform air distribution through the secondary aeration chamber and water distribution target nozzles. Aluminum shall be alloy 3003, same as shell construction.

2. The distributor box shall be equipped with PVC inlet water distribution nozzles having an approximate 6-inch center to center spacing. The nozzles shall be equipped with a bell mouthed entrance to minimize operating head. Each nozzle shall be equipped with an integral target distributor located below the nozzle which, in conjunction with the other target nozzles, shall uniformly disperse and distribute all the inlet flow over the entire cross section of the aerator chamber.
3. The secondary aeration zone shall consist of ten intermediate trays consisting of 1-inch diameter, NSF 61 approved, PVC slats on 6-inch vertical centers. The slats shall be supported on Type 304 stainless steel grids of adequate strength and number to support the weight of the slats plus the water load and the load imposed by mineral deposits. The slats shall be individually removable for cleaning through the removable side.

D. Induced Draft Blower Assembly

1. Provide one motor driven propeller type exhaust blower per unit with an air flow capacity of 1,400 scfm, with sufficient static pressure. A 1/2 hp, 230/460 volt, 3 phase, 60 Hz TEFC motor with Class F insulation shall be mounted vertically and with a downward directed shaft connected to the cast aluminum propeller. The housing is factory coated steel and end plates are aluminum and the exhaust screen shall all be #24 stainless steel mesh, all assembled with stainless steel fasteners. The blower shall include an external aluminum rain hood to prevent outside rain contaminants from entering the aeration chamber and to provide a down-turned hood to prevent the direct penetration of light into the aeration chamber. The blower shall be properly crated and shipped loose to the site for field installation by the installing Contractor. 18-8 stainless steel mounting fasteners are to be furnished by the aerator manufacturer.
2. The motor shaft shall be of Series 416 stainless steel, 300 series hardware, lip seal on output shaft end, slinger on opposite drive end, double sealed bearings. The motor leads shall be sealed to the frame and terminated at marked wire leads in a terminal box. An aluminum vent line connected between the motor frame and the exterior of the blower housing shall be provided to relieve any condensation accumulation within the totally enclosed motor housing. The motor shall be equipped with pre-lubricated, sealed, stainless steel ball bearings. Blowers having ferrous materials exposed either to the air stream or to the atmosphere shall not be permitted.

E. Moisture Eliminator

1. Provide factory installed moisture separator in the aerator cover at the blower mounting location designed to produce multi changes of direction in the exhaust air stream. Moisture separator baffles are to be constructed of 20-gauge aluminum alloy 3003 or 5052.

F. Finish

1. All manufactured aluminum and stainless steel shall receive factory handling care during fabrication to prevent discoloration, gouges, or scarring. Oil, grease, protective mill coatings, and other soluble contaminants should be removed at the factory by solvent cleaning with solvents or commercial cleaners by wiping down or pressure washing.

2. All surfaces of aluminum in contact with dissimilar metals shall be given a heavy coat of mastic or coal tar paint shop applied.

2.4 STATIC MIXER

- A. A collection pan shall be provided at the base of the aerator which shall incorporate an in-line static mixer for the injection and mixing of chemicals. The mixer shall incorporate the required coupling connections necessary for piping of the chemical feed lines. The mixer shall be designed to impose a minimal pressure drop and accomplish thorough mixing of the aerated flow with the injected chemicals.
- B. Fixed and rigid chemical lines shall be piped from the in-line static mixer to chemical feed couplings located in the side shell of the detention tank.

2.5 DETENTION SECTION

- A. General Structure: A steel detention tank having a minimum thickness of 1/4 inch shall be provided directly beneath the aerator for collection of aerated water. The detention section and filter freeboard shall provide a minimum retention of 30 minutes at the design flow rate.
- B. Roof Construction: The detention tank roof shall be structurally reinforced and include a 24" square hinged manway with locking handle to allow for easy access during operation to view electrical connections and influent float valve.
- C. Access Portals: The lower side shell of the detention section shall have one 14-inch x 18-inch manhole.
- D. Level Control Connections: The detention tank roof shall include a connections for the primary level control capacitance probe and for the electrical connections to the back-up level control floats.
- E. Piping Connections: The detention section shall be equipped with flanged inlet and outlet connections. A drain connection shall be provided near the bottom of the detention chamber to be piped by the Contractor to a designated discharge location.
- F. Interior Supports and Access: Intermediate supports for the inlet valve linkage shall be furnished, along with internal hand holds, ladders and supports. An interior ladder shall be provided.
- G. Chemical Feed Connections: There shall be two (2) 3/4-inch and one (1) 1-inch chemical feed connections provided in the exterior wall of the detention tank with PVC supply lines routed to a stainless steel static mixer mounted at the base of the aeration section. The lines shall enter the detention section at the top of the tank side wall and shall route to the static mixer along the roof of the detention section.

2.6 FILTER

- A. The four (4) filter cells shall be included as an integral part of the treatment unit. The filter section shall be 12 ft -6 inches O.D. x 8 ft – 0 inches high. The filter shall be

designed for normal pressures encountered during service and backwash. It shall be constructed of mild steel with a minimum thickness of 1/4 inch. Each filter cell shall have a 14-inch x 18-inch access manway located in the filter top plate, and one in the exterior of the filter cell.

- B. The filter shall be equipped with dividing partitions designed to resist normal operating pressure differentials, which may be encountered during filtering or backwashing. The partitions shall divide the filter into four completely separated equal cells.
- C. Media Retaining Strainers
 - 1. Gravel retaining strainers shall be specifically designed for this specific filtration application and shall consider filtration rate, backwash design and media configuration.
 - 2. Gravel retaining restraining strainers shall be made of ABS/Nylon/PVC materials and shall be approved for use with potable water applications.
- D. Water from in-service cells shall be used for backwashing. The use of backwash water from sources other than the in-service cells will be specifically prohibited.

2.7 FILTER UNDERDRAIN

- A. The underdrain shall be of the header-lateral design. It shall be amply designed to ensure uniformity of flow in both the backwash and treatment modes of operation. The underdrain shall be of PVC pipe construction and shall be structurally supported. The underdrain systems shall incorporate a header pipe with laterals. The laterals shall be provided with openings to accept the underdrain diffuser nozzles. The header lateral underdrain shall be constructed of PVC with all joints solvent welded. No threaded joints will be allowed.
- B. The header-lateral underdrain piping shall be factory installed by the equipment manufacturer. Installation of header-lateral piping in the field by the installing contractor is unacceptable. Concrete fill shall be installed in the field by the Contractor up to the bottom of the underdrain diffuser nozzle connections. Care shall be taken so as not to introduce foreign material into the underdrain piping during the installation process. The laterals will be plugged until the installation process has been complete after which the plugs shall be removed and the underdrain diffuser nozzles shall be installed by the Contractor.
- C. The underdrain diffuser nozzles shall be non-metallic underdrain nozzles with orifice control area of the underdrain diffuser nozzle equal to 0.3% of the total cross sectional area measured at the surface of the media. The underdrain area is critical to the success of the treatment system and particular attention will be paid to diffuser nozzle design, layout and function. Diffuser nozzles using pressed or crimped sheet metal shall not be acceptable due to poor tack weld strength, distribution and "dead spot" characteristics. Toggle-bolted designs are not permitted due to their inherent loosening potential.

2.8 FILTER MEDIA

- A. Each filter shall be provided with an 18-inch-deep bed of best quality GreensandPlus. The Greensand Plus shall have an effective size of 0.30-0.35 millimeters, and a uniformity coefficient not greater than 1.6.
- B. A 12-inch-deep bed of 0.6 - 0.8-millimeter effective size anthracite with a uniformity coefficient less than 1.6 shall be furnished on top of the GreensandPlus layer.
- C. The support gravels shall be placed in the tank as follows:

<u>Layer</u>	<u>Depth</u>	<u>Size</u>
Bottom gravel	4"	3/4" x 1/2"
Second gravel	4"	1/2" x 1/4"
Third gravel	4"	1/4" x 1/8"
Top – torpedo sand	3"	0.8-1.2 mm
(≤ 1.6 uniformity coefficient)		

- D. The bottom layer of the screened support gravel shall be placed by hand to avoid damage to the diffuser assemblies. Each layer shall be placed and leveled before the addition of the next layer is started.
- E. The filter media shall be placed on top of the support gravel and shall consist of the material, size and uniformity coefficient as shown in the Equipment Schedule within these Specifications.
- F. Prior to installation of the support gravels and filter media, the media supplier shall provide documentation to the Owner, Engineer, and the Contractor reflecting compliance of the media to the parameters stated herein. Sampling shall be performed on the media delivered onsite. Submittal of this information to the Ohio EPA for concurrence shall be coordinated by the Owner or their representative.
- G. The support gravels and filter media shall be procured from a manufacturer that complies with AWWA B-100 standards.
- H. Installation of support gravel and filter media shall be under the direct supervision of an employee of the filter manufacturer experienced in this procedure. If media skimming is required by the Equipment Schedule, it shall be the responsibility of the Contractor.

2.9 IN BED AIR WASH GRIDS

- A. The airwash system shall be a header-lateral system located at the media/gravel interface for complete scouring of filtration media. Vertical penetrations through the media shall be avoided and limited to one per header in applications that preclude air pipe entrance into the filter cell laterally. Air header pipes shall generally enter the filter cells at the media/gravel interface elevation.
- B. Materials. The system construction shall be Sch. 80 PVC pipe and fittings with headers being supported at not greater than 4 ft. intervals using stainless steel U-bolts, steel angles, and stainless steel anchorage. Laterals shall be shop fabricated from Sch. 80 PVC, minimum 3/4" diameter, and solvent welded in place by the installing Contractor. Laterals shall be evenly spaced at not more than 12" lateral to lateral spacing along the entire length of the header, each side. Laterals shall be supported at not greater than 2'

intervals using steel angles, vertical supports, base plates, and anchorage. Supports shall be adjustable in two directions.

- C. Lateral Design. Each lateral shall be secured using a double wrap at each support with polypropylene ties, two required per lateral. Each lateral shall be fitted with an end cap and a specially machined Sch. 80 male adapter for screwing or solvent welding into the airwash header. A specially sized air metering slot shall be placed parallel to the axis of the lateral at 6" intervals. Multiple slots and slots that are cut perpendicular to the axis of the lateral are not considered equal and are not allowed due to the potential for weakening of the lateral, leading to failure under typical operating conditions. Each slot shall be installed at a 45° angle, alternating from the vertical axis of the installed airwash lateral. The slots shall be water jet cut. Slots that are laser cut are not considered equal due to excessive heat transfer to the pipe during manufacturing process leading to potential slot width deformation, and potential media loss or slot plugging. The slot width and length shall be designed to reject all media it comes in contact with. The slots shall allow the proper range of air per square foot of area, based on operating conditions. Systems are not allowed which use clamping or other friction type fits.
- D. Configuration. The system used shall be of rigid pipe construction. Systems utilizing multiple penetrations into the filter cells shall be prohibited due to the high potential for hydraulic short circuiting. Systems utilizing flexible piping or hoses (rubber, polyethylene, polypropylene, etc.) shall be prohibited due to their inherent movement in the filtration bed and their inability to remain rigid during normal filter operation. Calculations verifying adequate air distribution design including orifice headloss calculations, shall be submitted to the Engineer for approval upon request.

2.10 SIMULTANEOUS AIR/BACKWASH COLLECTION SYSTEM

- A. The required number of simultaneous air/water backwash troughs shall be installed in each filter and be specifically designed to accept a sustained backwash flow of air and water simultaneously without loss of media and without inhibiting the removal of suspended solids. Sustained is defined as a single duration greater than 10 minutes at specified air and water rates achieving a collapse-pulse action while backwash water overflows the trough.
- B. Simultaneous air/water backwash collection troughs shall be constructed of minimum 12 gauge Type 304 stainless steel. All mounting hardware shall be stainless steel.
- C. The simultaneous air/water collector troughs shall be designed to simultaneously accept 3 cfm/sq. ft. of air and 3-5 gpm/sq. ft. of water during the combined air/water mode, and 18 gpm/sq. ft of water without air (all ratings per square foot of filter area).
- D. The simultaneous air/water collector troughs shall be designed with weir edges along the entire length of trough to allow for equal distribution and collection of water. Pipe collectors with submerged or semi-submerged orifice collection points shall not be acceptable due to the inherent plugging.
- E. The simultaneous air/water backwash collection troughs shall be of the overflow type without deep, overlapping baffles and shall include a quiescent zone for media/solids separation and a return chute for continuous return of settled media to the filter bed. The

return chute shall be a separate area and not impede the flow of water being sent to the trough. Systems utilizing the same area for media return and water collection shall not be allowed due to inherent fouling issues. In order to allow surface solids removal, combined air and water backwash collection systems that have surface penetrating baffles that impede the natural horizontal flow of water to the trough edge are not permitted. Systems using hung settling tubes or Lamella-type plates shall be unacceptable due to their increased maintenance requirements. Filter backwashing with water only, air followed by water, or combined air and water for short periods, limited by filter geometry, (freeboard combined air/water backwash using upturned elbows) shall not be acceptable or considered equal.

- F. The backwash collection trough design is critical to preventing media loss during the simultaneous air/water backwash. Manufacturer shall guarantee media loss of less than one inch per year when backwashing in accordance with the methods described herein.
- G. Alternative backwash methods that do not incorporate simultaneous air and water for a sustained duration are not acceptable. Sustained is defined as an uninterrupted duration of 10 minutes, minimum. Filter backwashing with air followed by water, or air and water for short periods limited by filter geometry, shall not be acceptable.

2.11 AIRWASH ACCESSORIES

- A. The air wash system for the proposed filtration unit shall be interfaced to the air wash piping present at the facility. The existing air wash blower shall be utilized.

2.12 FILTER FRONT PIPING AND VALVES

- A. All piping from aerator inlet connection to the filter effluent connection shall be furnished by the Manufacturer. Pipe sizes shall be as shown on the Engineers' drawings. All necessary relief valves and air vents shall be furnished by the Manufacturer.
 - 1. All piping 3 inches in diameter and larger shall be flanged and welded construction. Flanges are to be AWWA C207 Class D plate flanges. No threads are to be cut on pipe 3 inches and larger. All pipe 2 inches and smaller (except chemical feed lines) shall be galvanized steel.
 - 2. The air piping shall be Carbon Steel, Schedule 40 or ductile iron.
 - 3. Water Header piping: Carbon Steel, Schedule 40
 - 4. Tank Flanges: 150 lb flat face, weld with bolt holes, welded on split centers.
 - 5. Victaulic, Style 307 AWW transition coupling, size 3"-12" shall be used to connect the stubbed piping out of the filter tank to the ductile iron that extends through the WTP building wall. The pipes through the wall are FL x PE.
- B. All valves necessary for the operation of the combined aeration, detention tank, filtration package unit shall be provided by the package plant equipment manufacturer unless otherwise noted.
- C. All valves shall be rated for NSF/ANSI 61 Drinking Water Service.
- D. All butterfly type valve bodies shall be mono-flange for mounting between ANSI 125/150 flanges. Valves shall be designed for watertight control at the maximum actual working

pressure. Valve discs shall be ductile iron, NSF 61 approved Nylon 11 coated, one-piece cast design for constant drip tight closure with flow in either direction for pressure up to 150 psi. Shafts shall be one piece solid 316 or 304 stainless steel with corrosion resistant bearings. Seat material and shaft seals shall be EPDM.

- E. Filter cell inlet, air wash and backwash waste valves shall be Bray Series 30 resilient seated wafer end butterfly valves equipped with Bray Series 92 direct acting air actuators suitable for an 80 psig air supply.
 - 1. The actuator(s) shall be weatherproof and furnished with a corrosion resistant cover complete with sealing gaskets. Air supply connections shall be 1/4-inch diameter. Three-way, 120 V, 60 Hz, single phase weatherproof solenoids with manual overrides for pneumatic and auxiliary local manual operation shall be provided on each valve for air supply control to the valve actuator. Rate of opening and closing speed control shall be provided for each valve. The valve and pneumatic actuator shall be furnished by one manufacturer.
 - 2. The backwash rate set valve shall be Bray Series 30 resilient seated wafer end butterfly valves and shall be equipped with an air cylinder actuator and pneumatic positioner to set valve to proper backwash rate of flow during backwash and to be full open during service.
 - 3. The drain valve shall be a manual ball valve.
- F. The Filter Valve Solenoid Panel (Filter No. 2 Solenoid Panel) shall be provided by the manufacturer.
- G. The 8" influent manual butterfly valve required to interface the proposed filter with the existing raw water supply is existing. Utilization of this valve is proposed as a part of this project. Contractor shall inspect the valve and verify its operational condition as a part of the overall piping installation.

2.13 INSTRUMENTATION

- A. Filter Loss of Head Assembly: The filter shall be equipped with an indicator, which will allow the operator to directly read the head loss. The indicator shall be 4 1/2" in diameter and calibrated in feet of water with the initial and terminal head loss points marked thereon. Units requiring conversion of the indicated reading will not be acceptable.
- B. Unit Loss of Head Assembly: A combination pressure/vacuum gauge with a 30" Hg x 15 PSIG 4-1/2" dial shall be mounted below the underdrain system. Loss of head indicator gauges shall be equipped with a brass shut off, tank isolation and sample cock.
- C. Low Pressure Limit Switch: An intermediate pump low pressure limit switch shall be provided as a part of the loss of head assembly. The limit switch shall be properly sized to as to protect the transfer pumps in the event of low pressure.
- D. Continuous Level Transmitter: A continuous level monitor shall be provided by the equipment manufacturer to send accurate filter cell water level indication to the PLC for precise level control. The system shall include probe and probe cover. The probe shall be custom cut-to-length 316 stainless steel, capable of accurate level indication. The probe shall be TeflonTM coated to prevent material buildup and false signals.

Repeatability shall be 0.1%FS. The NEMA 4 probe enclosure shall produce a 4-20 mA, 2 wire isolated output. System shall mount to the filter cells through a ¾" NPT coupling.

- E. Detention Tank Back-up Level Sensors: A series of four (4) mercury-free level switches shall be furnished for operating the necessary level relays. The floats shall be Anchor Scientific, Inc. Eco-Float units or equal. Floats shall serve as back-up to the primary level control sensor. Floats shall be mounted in the detention tank utilizing a float switch pipe. The installation shall include a roof-mounted junction box for interfacing the level switches with the control system.
- F. Filter Backwash Rate of Flow Indication: The existing calibrated "V" notch weir (installed within the existing backwash sump) shall be utilized to monitor filter backwash flow rate.

2.14 ELECTRICAL CONTROLS

- A. The treatment equipment is to operate fully automatically to maintain the correct detention tank levels during filtration with automatic filter backwashing. The control system shall incorporate the following features:
 - 1. A high-level control shall stop the raw water pump(s) to prevent the overflowing of the detention tank. The pump shall restart automatically when the normal water level is established.
 - 2. The transfer pump shall "START" automatically when the water level is normal in the detention tank. It shall stop on low level and return to service automatically when the normal level is established.
 - 3. The transfer pump shall "STOP" automatically on low filter effluent pressure. At this time a warning light will be lit and the pump will remain "OFF" until manually reset. A Mercoid compound pressure switch shall be provided for low-pressure indication.
 - 4. The control system shall provide for automatic pumping of the detention tank to a pre-determined level following each plant shut down.
 - 5. Auxiliary chemical feeder contacts shall be arranged to start and stop in conjunction with raw water and transfer pumps.
 - 6. The system shall facilitate the selection of which filter is to be placed in service between Filter No. 1 and Filter No. 2. The selection of a filter will also enable operation of the related chemical feed solenoids and related components.

2.15 FULLY AUTOMATIC BACKWASH CYCLE CONTROLS

- A. General: All electrical control described in this specification shall be incorporated into a Filter / Softener control panel that will replace the existing Filter / Softener control panel in place at the facility. The replacement control panel shall support the operation of the proposed Filter No. 2, operation of the existing Filter No. 1, operation of the existing softeners, and shall be sized to support the addition of a third softener at a future date without panel replacement. "Replacement" of the filter panel as a part of this project shall be interpreted as complete replacement of the existing panel with new equipment and enclosure and provision of internal components (including PLC's to current models) to support existing and proposed equipment interface. Submittal information on the control panel shall include a schedule to complete the panel change out that outlines timeframes

when the existing plant operations will be suspended in order to support preliminary scheduling with the Owner.

- B. The automatic control system shall consist of a PLC-based control panel with OIT, necessary hardware, components, timers, operator interface terminal, enclosure, relays, switches, alarms, I/O, and other items necessary for a complete operational system.
- C. Hardware
 - 1. PLC. The automatic control panel shall be PLC-based using Allen-Bradley Series PLC's with Allen-Bradley I/O modules and network communication hardware (as necessary). SCADA contractor will be responsible for communications hardware and driver to interface with the filter PLC. Manufacturer to provide 10% spare I/O capacity including digital and analog I/O.
 - 2. Components. All HOA switches, lights, and indicators shall be NEMA 4 rated, Allen-Bradley or equal.
- D. Operator interface terminal (OIT) shall be Series 1000 Panel-View Plus OIT color touch screen by Allen-Bradley or Engineer approved equal. The OIT shall be panel-mounted and shall indicate the following, via a series of a minimum of ten custom designed screens (related to filter operation):
 - 1. Filter system status (flows, levels, turbidities, etc.)
 - 2. Backwash sequence
 - 3. Bar graph and Digital Displays of Times In Backwash Monitor Screen.
 - 4. Alarms/alarm acknowledges and alarm history
 - 5. Event log indicating backwash time, date and how backwash was initiated
 - 6. Status of exterior signals (backwash holding tank level, clearwell level, etc.)
 - 7. Individual filter status (service, backwash, alarm, etc.)
 - 8. Graphics to indicate water flow and valve status during each backwash step.
 - 9. Other functions, indication and information as required for a complete operating system
- E. Panel shall include one 15-minute UPS (uninterruptible power supply), UL rated, and shall be furnished to automatically trickle charge. Adequately sized NiCad batteries shall be included to ensure PLC and OIT function and indication for an uninterrupted power outage of 15 minutes duration.
- F. Enclosure: UL/NEMA 4 rated enclosure, suitable for either pedestal or wall mounting, containing space for separate back panel mounting of PLC, power supply, I/O racks, wiring terminal blocks properly labeled and numbered, circuit breakers, switches, recorders, communication modem, etc., all as required for a complete operating system. Enclosure shall be UL rated and bear the 508 UL stamp prior to shipment.
- G. Timers. Countdown timers shall be part of the OIT to indicate the following:
 - 1. Draindown
 - 2. Simultaneous air/water
 - 3. Refill / Purge
 - 4. Backwash

H. Functional Control Description

1. General. During automatic operation the PLC shall control the filter functions and shall indicate and communicate filter status to the OIT and remote SCADA system as required.
 2. Filtration consists of opening filter influent and effluent valves, which are their normal positions. As filter develops headloss throughout the filter run, differential pressure will be sensed.
 3. At a pre-selected differential pressure, as sensed by the differential sensing device, the filter backwash panel shall automatically indicate backwash required on the appropriate OIT screen. Backwash will be either manually initiated by the operator at the OIT or automatically as programmed. Automatic backwash initiation shall be based on head-loss with a 7-day timer over-ride. The backwash procedure will automatically sequence through the pre-set backwash procedure without operator action.
 4. The system shall utilize air and water simultaneously to create a sustained collapse-pulse action in the filter bed for a minimum of 10 minutes, followed by a short high-rate water-only backwash for media reclassification. Filter backwashing with air followed by water wash or simultaneous air and water for short periods limited by filter geometry shall not be acceptable.
 5. The simultaneous air and water backwash step shall incorporate air at 3 cfm/ft² and water at approximately 3-5 gpm/ft². Backwash rates will vary based on water temperature and media type. Rates shall be set at startup to ensure proper collapse-pulse action and optimal media cleansing. Proper collapse-pulse in accordance with the parameters described herein shall be verified by performance testing at the time of start-up.
 6. Following the air/water backwash step, a water-only step shall be incorporated at the low flow rate for a duration as necessary to purge air from the media bed.
 7. Following the air purge step, a water-only backwash step shall be incorporated at rate sufficient for media fluidization for a duration as necessary to ensure proper reclassification of the filter media.
 8. Separate rate set valves shall be used to attain the proper low and high backwash rates necessary for simultaneous air/water backwashing and media reclassification. Rate set valves shall be set in the field at the time of start-up by the manufacturer's field technician.
- I. Power Failure. If power to the PLC is lost, the uninterruptible power supply shall engage and shall continue automatic operation of the filter control panel (all function and indication) for a minimum of 15 minutes. If after 15 minutes power has not been restored to the filter control panel, then all valves shall fail to "service" condition, meaning that all filters shall be placed into normal service mode. If a filter is in backwash then the backwash process will be placed in hold until the return of power at which time it will resume and complete the process.
- J. Alarms. If required, the following alarms shall be indicated on the alarm OIT screen: backwash required, backwash abort, high clearwell water level, high NTU, high wash water waste holding, filter to waste watch dog timer, backwash hold, and other alarm conditions affecting filter operation.

- K. Communications Modem. The filter control panel shall contain capability for use of a communication modem allowing remote access to the filter control panel PLC and OIT to monitor and troubleshoot the filter and to effect program changes remotely from the factory.

2.16 FILTER EFFLUENT LEVEL CONTROL – PUMPED UNDERDRAIN

- A. The filter effluent rate of flow control shall be accomplished via the filter PLC or plant control panel provided by others. The control panel shall include the required logic necessary to provide VFD or start-stop control of the transfer pumps. The control panel must be properly interfaced with the level sensing probe mounted in the detention chamber and the motor control center where the motor starters for the transfer pumps are located.
- B. The plant control panel shall include a hand-off-auto selector switch for each intermediate pump as well as a running pilot light. An emergency low level cut-out and alarm light shall also be provided as well as a well pump cut-out and alarm in the event of a high-level condition in the filter.
- C. All float switches shall be wired to time delays to prevent false actuation of the pumps.

2.17 PAINTING

- A. The interior of the vessel shall be sandblasted and protected from corrosion by proper application of approved coatings for potable water. The exterior of the vessels shall be sandblasted and prime painted and finish painted at the factory. The bottom of the vessel shall be coated with two (2) coats 8-10 mil each of Bitumastic Tnemec-Tar Series 46H-413 Hi-Build Tnemec-Tar (or equivalent) to prevent concrete galvanic action.
- B. Surface preparation:
 - 1. Interior - Sandblast to near white blast cleaning (SSPC-SP10).
 - 2. Exterior - Sandblast to commercial blast cleaning (SSPC-SP6).
- C. Coating:
 - 1. The total paint system shall be the product of and be applied in accordance with the recommendations of one manufacturer. Alternate paint systems must be pre-approved by Engineer. Contractor shall purchase an adequate amount of touch-up paint, if required.
 - 2. Interior
 - a. Stripe coating: Tnemec Series 21-WH16 Off White, or Sherwin-Williams SherPlate 600 Mill White, to a dry film thickness of 3-5 mils on all welds and hard-to-reach areas.
 - b. Prime coating: Tnemec Series 21-1255 Beige, or Sherwin-Williams SherPlate 600 Buff, to a dry mil thickness of 4-6 mils before any rust can form.
 - c. Finish coating: Tnemec Series 21-WH16 Off White, or Sherwin-Williams SherPlate 600 Mill White, to a dry mil thickness of 4-6 mils.
 - d. Total dry film thickness of 8-12 mils.

3. Exterior:
 - a. Stripe coating: one coat Tnemec Series 21-WH16 off white or Sherwin-Williams Sherplate 600 mil white to all welds and hard to reach areas, to a dry film thickness of 3-5 mils.
 - b. Prime coating: Tnemec Series 21-1255 Beige or Sherwin-Williams Sherplate 600 Buff primer to a dry film thickness of 4-6 mils before any rust can form.
 - c. Finish coating: The exterior finish coat shall be applied by installing Contractor with compatible system. (Factory finish) Tnemec Series 1095-B9333 Endura-Shield Aliphatic Acrylic Polyurethane or Sherwin Williams Macropoxy 646 applied to a dry film thickness of 3-5 mils. Finished coat color shall be selected by the Owner from the coating manufacturer standard color chart.
- D. Facepiping:
 1. Gaps between flanges and all locations where a gap exists at flange hub/pipe intersection shall be caulked prior to finish painting with Sonneborn NP -1 by Sonneborn-Chem Rex, Inc., Sika FLEX 1-A, or equal.
 2. Ductile Iron piping shall be prime painted at factory and finish painted by installing contractor with compatible system.
- E. After the tank has been completely assembled, filled with media and filled with water, a continuous bead of vinyl-based caulk shall be placed between the treatment unit and the pad.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Delivery and Storage
 1. Upon delivery of the equipment to the jobsite, the Contractor shall take inventory of the shipment and immediately report to the equipment manufacturer any discrepancies between the equipment manufacturer's packing lists and shipping documents.
 2. The Contractor shall be responsible for off-loading and protection of all equipment against damage and during on-site storage and installation. All media must be stored on pallets in a manner that protects it from UV radiation and weather. Damaged equipment and materials shall be replaced by the Contractor at the Contractor's expense.
- B. Pipe Bracing: Pipes shall be supported and braced to adequately support all loads as necessary to prevent any sagging or undue strain on the piping. At a minimum, the face piping shall be supported on either end of each individual filters backwash header array.
- C. Motor Control Center (MCC) Interface: Aerator blower shall be interfaced with the existing MCC starter components. Contractor shall verify the starter/control unit incorporates a delay timer to keep the blower running for at least 10 minutes after the well pump stops. If the existing starter/control unit does not incorporate a delay timer, a timer component shall be added.

- D. Filter Control Interface: Interface of filter control components, including but not limited to loss of head assembly, capacitance probe, air pressure switch, level control switches, valve interface, etc., shall be the responsibility of the Contractor.

3.2 INSTALLATION INSPECTION, START-UP AND OPERATOR TRAINING

- A. The Supplier shall furnish a qualified factory-trained field technician for equipment check, start-up and instruction of operating personnel on proper operation and maintenance of the equipment, with a maximum of four (4) eight-hour days at the jobsite.
- B. Installation Supervision: The Contractor shall coordinate with the treatment equipment Manufacturer to provide factory supervision during critical phases of installation. Critical phases will include setting of equipment, installation of internals, controls, wiring, instrumentation and other components critical to the successful operation of the system.
- C. Media Installation: Installation of support gravels and filter media shall be under the direct supervision of a Representative of the Filter Manufacturer experienced in this procedure.
- D. System Start-Up and Training
 - 1. Contractor will notify the Manufacturer, the Engineer and the Owner that the project is ready for Manufacturer's start-up and training services.
 - 2. The Contractor shall provide the services of a Manufacturer's Representative for start-up of the treatment equipment in the presence of the Contractor and Owner's personnel. The Equipment Manufacturer's Representative shall inspect the final installation and provide Operating and Maintenance personnel with instruction on operation and maintenance of the filter system. The Start-up and Training may be concurrent.
- E. Upon completion of his work, the Manufacturer's Field Representative shall submit to the Engineer a written report outlining the equipment start-up, names of Owner personnel trained and a listing of any deficiencies of equipment or materials as a result of his inspection, adjustments, corrections, repairs and start-up. The report shall include descriptions of the inspection, adjustments, corrections and repairs made, and shall certify that the equipment:
 - 1. Has been installed per Manufacturer's requirements.
 - 2. Has been started and placed online.
 - 3. Has been tested per Manufacturer's instructions.
 - 4. Operator personnel have been instructed and trained

3.3 REPAIR/ REPAINT OF EXISTING UNIT (FILTER No. 1)

- A. Following installation and start-up of the new filtration unit, repair and repaint of the exterior of the existing Filter No. 1 shall be completed.
- B. Surface preparation for the exterior of the unit shall be as outlined within this specification for the proposed new unit. All existing conduit, wiring, controls, adjacent surfaces, etc. shall be protected from damage from blasting operations.

- C. Prime and finish coat requirements for the exterior of the unit shall be as outlined within this specification for the proposed new unit. All existing piping insulation, conduit, wiring, controls, adjacent surfaces, etc. shall be protected from damage from coating operations.
- D. The timing of this work shall be coordinated with the Owner to assure WTP operations are maintained.

3.4 CLEANING AND DISINFECTION

- A. The Owner will furnish water for the initial disinfection at no charge. The Owner reserves the right to charge for water required for repeated attempts at disinfection.
- B. Disinfection of the new filtration unit shall be conducted in accordance with the requirements of AWWA C653, latest edition. The Contractor shall submit his proposed method and sequence of disinfection activities to the Engineer for review and approval in accordance with Section 013300.
- C. The Contractor shall be responsible for obtaining water sample bottles, the actual water samples and for submitting the samples to an Ohio EPA approved laboratory for analysis. Cost of the sampling and analysis shall be the responsibility of the Contractor. Sampling shall be coordinated with the Owner and/or the Owner's representative. Copies of the results of the analysis shall be provided to the Owner and the Engineer.

3.5 START-UP AND CORRECTION PERIOD

- A. Simultaneous Air and Water Backwash Process Test.
 - 1. The filter shall be backwashed after media is installed.
 - 2. The Contractor shall provide suitable lighting and access so that the interior of the filter may be observed during the test.
 - 3. Timers for the combined air and water backwash shall be set for a duration of 20 minutes per cell.
 - 4. The air and water flow rates shall be set.
 - 5. After 18 minutes of simultaneous air and water backwash per cell, a one liter sample of the backwash waste shall be collected and inspected for media. Media is defined as any particle size equal to the effective size of the installed media. Media particles that are less than the effective size of the installed media are considered fines. No media shall be present in the sample.
 - 6. The test procedure shall be performed by the Manufacturer's Representative and witnessed by the Engineer and the Owner.
- B. Media Loss Warranty and Testing Procedure
 - 1. The Filter System Manufacturer shall guarantee that aggregate media loss from the filtration system will not exceed one vertical inch per year, when operated in accordance with the Manufacturer's recommendation. Determination of media measurement for purpose of media loss warranty shall be witnessed by both the Engineer and the Owner.
 - 2. Media measurement shall be as follows:

- a. Initial baseline media levels shall be determined at time of start-up and after successful completion of the simultaneous air and water backwash test. This media level and method of measurement shall be documented by the Engineer and recorded in the O&M Manual.
- b. Media measurement, for purposes of media loss warranty, shall be made after at least a six-month operation, and compared to the baseline media levels. Media losses shall then be pro-rated to an annual figure.
- c. All measurements shall be representative of a grid across the entire filter surface area, and shall be accurate to within 0.10 inch.
- d. In the event that the measured pro-rated media loss exceeds one inch per year, the filtration system Manufacturer shall replace the lost media up to the baseline media level at no cost to the Owner.

C. Backwash Waste Production Guarantee.

1. Maximum wastewater volume: Equipment Manufacturer shall present calculations based on Ten States Standards durations within their submittal
2. The equipment shall be warranted for a period of one year from the date of placing it on-line. The treatment water effluent during this period of time shall be:
 - a. Iron: < 0.30 mg/L
 - b. Manganese: < 0.05 mg/L
3. Sampling for conformance shall be taken during the middle of a filter run. Make all adjustments necessary to comply with this guarantee.

3.6 EQUIPMENT SCHEDULE

A. The following information reflects design data associated with the new filtration unit (Filter No. 2). It is the intention of these specifications that the new filtration unit (Filter No. 2) design and operational performance is identical to the existing filtration unit (Filter No. 1).

B. Material and Equipment

1. Design Flow Rate: 350 gpm
2. Filtration Area: 122.7 sf (30.68 sf/cell)
3. Filter Surface Loading Rate: 2.85 gpm/sf (3.80 gpm/sf with one cell offline)
4. Detention Time: 30 min @ 350 gpm

C. Vessel Construction

1. Number of Vessels: 1
2. Nominal Vessel Dimensions: 12'-6" diameter.
3. Number of Filter Cells: 4
4. Underdrain configuration: Header-Lateral, Cast-in Concrete

D. Aerator Misc. Components

1. Required air flow volume: 1400 scfm
2. Exhaust ventilator static pressure: 3/8" (sufficient static pressure)
3. Motor size: 1/2 HP, 230/460 V, 3 PH, 60 Hz, Class F insulation

4. Internals: 1" Ø, NSF 61 approved, PVC round slats
- E. Backwash rates:
1. Combined air/water backwash @ 3 to 5 gpm/sf/cell and 3 scfm/sf/cell; estimated time/cell: 10 min
 2. Air purge @ 5 gpm/sf/cell; estimated time/cell: 2 min
 3. Re-stratification @ 10 gpm/sf/cell; estimated time/cell: 3 min
- F. Sampling Cocks
1. 1 1/4" strainer sampling taps, 4 per each filter cell. Total of 12 sampling taps.
 - a. 3" above top of media
 - b. Interface of manganese greensand and anthracite
 - c. Halfway into the depth of the manganese greensand
 2. 1 1/4" sampling taps - Filter Effluent (Underdrain), Total of 1
 3. Common Filter Inlet Header, Total of 1
- G. Vessel Misc. Components
1. Nozzle Sizing:
 - a. Influent: 8", total 1
 - b. Detention Tank Effluent: 6", total 1
 - c. Detention Tank Drain: 2", total of 1
 - d. Filter Cell Inlet: 3", total of 4
 - e. Filter Cell Backwash: 6", total of 4
 - f. Filter Cell Air Wash: 3", total of 4
 - g. Filter Effluent: 8", total of 1
 - h. Drain: 2" (screwed), total of 1

END OF SECTION 463300