



NEW 2.0 MG ELEVATED TANK

FOR

THE CITY OF HURON

KLEINFELDER PROJECT # 24004188.001A

MAY 2025

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SECTION I

ADVERTISEMENT FOR BIDS

**THE CITY OF HURON, OHIO
NEW 2.0 MG ELEVATED TANK**

The City of Huron (Owner) is requesting Bids for the construction of the following Project:

**New 2.0 MG Elevated Tank
Kleinfelder Project No. 24004188.001A**

Bids for the construction of the Project will be received at the **City of Huron** located at **417 Main Street, Huron, OH 44839**, until:

**1:00 PM (Local Time)
Wednesday, May 21, 2025**

At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of a new 2.0 MG composite elevated water storage tank.

Bids are requested for the following Contract: **New 2.0 MG Elevated Tank**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.kleinfelderplanroom.com

Bidding Documents may be downloaded from the designated website. Documents may also be obtained by Becker Impressions, 4646 Angola Road, Toledo, Ohio 43615, Telephone 419-385-5303. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website.

Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Failure to submit a complete set of documents could result in a bid that is determined to be nonresponsive and rejected by the Owner.

The Issuing Office for the Bidding Documents is:

Becker Impressions
4646 Angola Road
Toledo, Ohio 43615
419-385-5303

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday during regular business hours. Partial sets of Bidding Documents will not be available from the Issuing Office. The cost of printing is to be paid to the printing company at the time the drawings are picked up. Shipping and tax charges are the bidder's responsibility and payable directly to Becker Impressions.

Bid Guaranty

The bid guaranty may be of two forms:

1. A Bid Guaranty and Contract Bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)
2. A certified check, cashier's check or letter of credit in favor of The City of Huron in the amount of 10% of the bid. If the contract is awarded, a Contract Bond will be required, which is a 100% payment and performance bond.

After the award of the contract let by competitive bid and prior to the time the contract is entered into, bidders shall submit the affidavit required under the Ohio Revised Code, Section 5719.042 that the bidder was not charged with any delinquent personal property taxes in Erie County, Ohio.

The City of Huron reserves the right pursuant to ORC.9.312 to reject any and all bids and to waive any non-material irregularity in determining the lowest responsive and responsible bidder.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

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

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

All bids are subject to Ordinance No. 2022-22 Local Preference.

Instructions to Bidders

The Engineer for the Project is Kleinfelder, Inc., 1168 North Main Street, Bowling Green, Ohio 43402.

All bids must be signed and submitted on the blanks which are bound in this booklet. Bids must state the unit prices in the blanks provided and be enclosed in a sealed envelope marked --- **New 2.0 MG Elevated Tank** --- and addressed to **The City of Huron, Attn: Stuart Hamilton, City Manager at 417 Main Street, Huron, OH 44839.**

No bidder may withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids.

The successful bidder will be required to pay federally-determined Davis-Bacon Wage Rates.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The Engineer's opinion of probable cost for this project is \$9,000,000

This Advertisement is issued by:

Owner: **The City of Huron**

By: **Stuart Hamilton**

Title: **City Manager**

Date: **April 28, 2025**

May 5, 2025

INSTRUCTIONS TO BIDDERS

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 which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in 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.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents may contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).

- a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner’s authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Tom Bock, Kleinfelder, Inc., 1168 North Main Street, Bowling Green, Ohio 43402, 419-352-7537, TBorck@kleinfelder.com.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 Bid Guaranty and Contract Bond – Bidder is cautioned that the Bid Guaranty, required by Section 153.54(B) ORC, be submitted on State Form and Bid Guaranty and Contract Bond and that the Bond is signed by both the Surety (Sureties) and the bidder. Name and address of endorers shall also be typed immediately below the signatures. IF THE AMOUNT IS LEFT BLANK, THE PENAL SUM OF THE BID GUARANTY AND CONTRACT BOND WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BASE BID PLUS ADD ALTERNATIVES, ALTERNATIVELY, IF COMPLETED, THE AMOUNT MUST BE NOT LESS THAN THE FULL AMOUNT OF THE BASE BID PLUS ADD ALTERNATIVES, STATED IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid

security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection

to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package 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 must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 18.02 In evaluating Bids, Owners shall consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms. The Owner intends to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.
- 18.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principle items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 18.04 Owner may conduct investigations he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed

Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 18.05 Owner reserves the right to reject the Bid of any Bidder who does not pass investigation of evaluation to Owner's satisfaction. Owner may reject any Proposal where the unit price or individual lump sum prices are unbalanced and/or unfavorable to the Owner's interest.
- 18.06 Owner will not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Each Contractor and supplier (over \$25,000) shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
- 18.07 If Contract is awarded, it will be awarded to the lowest responsive responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
- 18.08 If the contract is awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Advertisement after the day of the Bid opening.

ARTICLE 19—PAYMENT METHODS

- 19.01 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimated filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitable stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, with ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reason for refusing to approve payment.
- 19.02 In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 30 days of presentation to him of an approved partial payment estimate, pay Contractor for labor performed and material incorporated in the Work, at the rate of 92 percent of the amount of the estimate as approved by the Engineer until 50 percent of the Work is completed. All labor performed and material incorporated in the Work after the job is 50 percent of completed shall be paid for at the rate of 100 percent of the amount of additional labor and material furnished and approved and the amount labor and material furnished and approved the amount previously retained shall be deposited in an escrow account. The funds in the escrow account with accumulated interest are to be paid the Contractor at the same time and in the same manner as specified for payment of the of the retained amount in Section 5.
- 19.03 Payment for material and equipment delivered and not incorporated shall be based on the scheduled of quantities and cost submitted. Any money due from Owner shall, on the day that it is due, be paid to Contractor, or deposited in an escrow account, whichever is applicable, with one or more banks or building and loan associations in the state selected by mutual agreement between the Contractor and the Owner. The agreement shall contain the following provisions:

- A. The money shall be deposited in a savings account or the escrow agent shall properly invest the entire escrow principal in obligations selected by the escrow agent, as stipulated in the agreement.
 - B. The escrow agent shall hold the escrow principal and income until receipt of notice from the Owner and the Contractor, of until receipt of an arbitration order specifying the amount of escrow principal to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall properly pay such amount of principal and the portion of amount of the escrow income to the person indicated.
 - C. The escrow agent shall be compensated for its services as agreed to by the Owner and the Contractor from the income from the escrow account.
- 19.04 The request for payment may also include an allowance for the cost of such major material and equipment which are suitably stored either at the site or the near the site.

ARTICLE 20—BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 20.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 21—SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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. (Exemption No.). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 23—CONSTRUCTION SURVEYING

- 23.01 Contractor shall be responsible for laying out the location alignment, elevations, and grade of all work shown on the drawings and specifications.

ARTICLE 24—LIABILITY INSURANCE

- 24.01 The Owner (The City of Huron) and the Engineer (Kleinfelder, Inc.) shall be listed as additional insured for the project. Certificates of Liability Insurance will need to include the necessary endorsement forms for additional insured. The limits of liability are detailed in the Supplementary Conditions SC-6.03.

ARTICLE 25—ESTIMATED COST

- 25.01 The Engineer's opinion for the probable cost of construction is stated in the Advertisement for Bid (page 1.1).

ARTICLE 26—LOCAL PROTEST PROCEDURE

- 26.01 A protest based upon an alleged violation of the procurement requirement may be filed against the Owner's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The Owner shall determine the protest. The Owner may request additional information or a hearing in order to resolve the protest.
- 26.02 A protest shall be filed as early as possible during the procurement process but must be received by the Owner no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of non-delivery within the required time period.
- 26.03 A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

ARTICLE 27—DAVIS-BACON WAGE RATE REQUIREMENTS

- 27.01 Contractor and all subcontractors will be required to pay Davis-Bacon Wage Rates as determined by the US Department of Labor.
- 27.02 Wage Rate Interviews will be conducted during the course of this project by the Owner or Owners authorized representative. The Contractor, and their employees, will be expected to be available for these interviews at the time determined necessary by the Owner.
- 27.03 Every effort will be made by the Owner to conduct interviews at a time which will not adversely affect the progress of work on the project.

ARTICLE 28—DOMESTIC PREFERENCE

- 28.01 Domestic Steel Use Requirements as specified in Section 153.001 of the Revised Code apply to this project. Copies of Section 153.001 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services (see pages 2.24 to 2.76, inclusive)

ARTICLE 29—DEFA REQUIRED DOCUMENTS

- 29.01 The following documents are required to be completed and submitted with the bid.
- A. Contractor Equal Employment Opportunity Certification (page 7.1)
 - B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (page 7.3)

- C. DBE forms 6100-3, 6100-4, and 6100-2 (pages 7.9 to 7.12, inclusive)
- D. Build America, Buy America (BABA) Acknowledgement (page 7.15)
- E. American Iron and Steel Acknowledgement (page 7.16)

ARTICLE 30—VIOLATING FACILITIES

- 30.01 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.

ARTICLE 31—REQUIREMENT FOR UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS (SBRA)

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

ARTICLE 32—INSURANCE PROVISIONS

- 32.01 The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 32.08 through 32.14, inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.
- 32.02 The Contractor shall not commence Work nor shall he permit any of his Sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.
- 32.03 Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.
- 32.04 The insurance specified in Subparagraphs 32.08 through 32.11, inclusive, shall be written under the comprehensive general form of liability insurance contracts.
- 32.05 The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.
- 32.06 In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.
- 32.07 If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract or obtain new policies in accordance with the requirements in this section.

- 32.08 *Builders Risk*: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a builders' risk policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.
- 32.09 *Workers Compensation*: The Contractor shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance. The Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.
- 32.10 *Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance*: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:
- A. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.
 - B. Property Damage Liability: \$500,000 for each occurrence.
- 32.11 *Contractor's Public Liability and Property Damage Liability Insurance*: Contractor's Public Liability Insurance providing a limit of not less than \$500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.
- Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.
- Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.
- 32.12 *Contractor's Protective Public Liability and Property Damage Liability Insurance*: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 32.11.
- 32.13 *Owner's Protective Public Liability and Property Damage Liability Insurance*: Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 32.11.

This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

- 32.14 *Railroad Protective Liability Insurance:* If any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and in behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than \$2,000,000 for bodily injury, death and/or property damage, subject to an aggregate limit of \$6,000,000 per annum. The policy shall name each railroad company as the insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.
- 32.15 All insurance coverage shall meet those limits in this Article 32 or those in the Supplementary Conditions to the Construction Contract, whichever is greater.

ARTICLE 33—TESTING SERVICES

- 33.01 Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
- 33.02 The independent firm will perform tests and other services specified in individual specification sections and as required by and at the discretion of the Engineer.
- 33.03 Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Engineer or the Owner.
- 33.04 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.
- 33.05 Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- A. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - B. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- 33.06 Testing does not relieve Contractor to perform Work to contract requirements.
- 33.07 Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

ARTICLE 34—CONTINUOUS TREATMENT PROVISIONS

- 34.01 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.
- 34.02 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

Davis-Bacon Wage Rate Requirements

(required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

- > Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.
- > Incorporate these wage determinations into the request for bids.
- > Include the required contract provisions (see below) into the contract documents.
- > Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

- > Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.
- > If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.
- > If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

- > If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.
- > If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

- > Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- > DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- > Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- > Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:
 - conduct all interviews in confidence.
 - conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
 - conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
 - immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.
- > Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:
 - establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
 - spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.
 - conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

- during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

**Private For Profit Or Not For Profit (Non-Governmental) Entities
Recipient's Responsibilities**

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

> Obtain the proposed wage determinations for specific localities from www.wdol.gov.

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of \$2,000

The following language must be included in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means _____ (fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



November 3, 2022

MEMORANDUM

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator

A handwritten signature in dark ink, appearing to be "R. Fox", is placed to the right of the "FROM:" line.

TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published [Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#) (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than... [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs¹
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

¹ Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water’s dedicated website – <https://www.epa.gov/cwsrf/build-america-buy-america-baba> – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

- Section 1: General 4
- Section 2: Product Coverage..... 5
- Section 3: Co-funding 9
- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
- Section 6: Programs with American Iron and Steel Requirements..... 16
- Section 7: Program-Specific Issues 17
- Appendix 1: Example Build America, Buy America (BABA) Act Construction Contract Language 22
- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?
 - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements.” In most cases, the assistance recipient’s representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.
- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?
 - A1.2: No. According to the OMB Guidance (M-22-11), a “project” is defined as “...any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.” Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
 -
- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?
 - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no “small portion” or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?
 - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?
 - A2.1: EPA considers the terms “predominantly” and “primarily” to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.
- Q2.2: What is the definition of construction materials (with examples)?
 - A2.2: From OMB Guidance M-22-11: “construction materials” include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
 - non-ferrous metals,
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
 - lumber, and
 - drywall.

For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?
 - A2.3: From OMB Guidance M-22-11: “...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of

the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...”

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
 - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as “Iron and Steel” under BABA?
 - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for “iron and steel” items or products under either requirement):

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets

Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digester Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)

Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made “primarily” of iron and steel but would be classified as “manufactured products” under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered “manufactured products” under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)

Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
 - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don’t require BABA, must the entire project comply with BABA?
 - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA’s applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?
 - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance’s “cognizant” program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the “cognizant” program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?
 - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA’s consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?
 - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.
- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?
 - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.
- Q4.4: What information is needed when applying for a cost waiver under BABA?
 - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.
- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?
 - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall

cost of the project increases by more than 25 percent due to the “inclusion of iron, steel, manufactured products, or construction materials produced in the United States.” EPA interprets this to mean that the “inclusion” of the BABA-covered products could encompass reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?
 - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?
 - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

For information on SRF program roles and responsibilities, see question 7.6. At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888- 546-8740

or OIG_Hotline@epa.gov. More information can be found at this website:
<http://www.epa.gov/oig/hotline.htm>.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?
 - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its “use”, in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.
- Q5.3: How can product compliance with the BABA requirements be demonstrated?
 - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:
 - (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
 - (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
 - (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
 - (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for

compliance.

- (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
- A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
 - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the “iron and steel” requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA’s recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?

A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered

products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America, Buy America Act requirements.” In most cases, the assistance recipient’s representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?
 - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.
- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?
 - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a “step certification” process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product’s compliance with BABA requirements at all stages of manufacturing.
- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?
 - A5.9: Material Test Reports (MTRs, commonly referred to as “Mill Certifications” or “Mill Certs”) provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative’s signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a “step certification” if the product is further fabricated or painted, etc., by another manufacturer.
- Q5.10: Can a manufacturer use a fillable certification letter for products?

- A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.
- Q5.11: Are product certifications from suppliers and distributors allowed?
 - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.
- Q5.12: How long should assistance recipients keep compliance documentation?
 - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?
 - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?
 - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.
- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?
 - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.
- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?
 - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?
 - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water

quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section.” Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?
 - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.
- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do “equivalency” rules apply?)
 - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., “equivalency” projects). EPA’s SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that “none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., “non-equivalency” projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?
 - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.
- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?
 - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)
- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?
 - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with

the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee (State) will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.
2. Posting – After research, if no domestic product has been identified, EPA is required to

publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at:
<https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment>.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

4. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OBM) APPENDIX 1



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: f (Andrew D. Sawyers, Director C.
l) Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

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

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

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

Implementation

The Act states:

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

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

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

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

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

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

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

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

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

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

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

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

Project Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9) What about refinancing?

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

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

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

Covered Iron and Steel Products

11) What is an iron or steel product?

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

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

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

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

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

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

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

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

15) What is the definition of steel?

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

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

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

do not have to be of domestic origin.

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

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

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

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

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

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

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

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

20) What is ‘structural steel’?

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

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

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

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

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

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

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

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

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

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

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

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

Compliance

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

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

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

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

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

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

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

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

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

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

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

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

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

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

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

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

Signed by company representative

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

Q&A Part 2

PRODUCT QUESTIONS

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

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

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, “Made in the USA,” as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made “primarily” of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. “Blowers/aeration equipment, compressors” are listed in EPA’s guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA’s website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.

A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. Q: What constitutes “satisfactory quality” as defined in the AIS guidance, in reference to the availability waiver process.

A: “Satisfactory quality” means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. Q: The guidance states that the AIS requirement applies to any project “funded in whole or in part” by an SRF. Where is this in the Act?

A: The Act states that, “None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.” This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented “expectation” is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of “expectation of funding”.

- 32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

- 33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient’s responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

- 34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient’s responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

- 35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113- 235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

3/16/2015

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	- Consolidated Appropriations Act 2014 - National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

3/16/2015

4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	- Consolidated Appropriations Act 2014 - National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	- Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** - National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. Q: Does the AIS requirement apply to refinanced DWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

3/16/2015

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

6. **Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OFFICE OF WAIRM

DECISION MEMORANDUM

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

FROM: Nancy K. Stoner
Acting Assistant Administrator

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

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

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

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

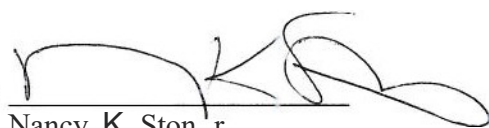
Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

April 5, 2014

Issued on: _____

Approved by: _____

A handwritten signature in black ink, appearing to read 'Nancy K. Stoner', is written over a horizontal line.

Nancy K. Stoner
Acting Assistant Administrator

Prohibition on Telecommunications and Video Surveillance

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115–232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

Resources:

[2 CRF 200.216](#)

FAQ's: [Sec. 889 of 2019 NDAA FAQ_20201124.pdf \(performance.gov\)](#)

[Public Law 115-232, Section 889](#)

[§ 200.471](#)

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**The City of Huron
417 Main Street
Huron, OH 44839**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security form of Guarantee and Contract Bond (153.571 ODC);
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Certified copy of Corporate Resolution;
- H. Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes (O.R.C §5719.042) PLEASE NOTE: Completion of this Affidavit is required after the Notice of Award;
- I. Required Bidder Qualification Statement with supporting data;
- J. Contractor Equal Employment Opportunity Certification (page 7.1);
- K. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (page 7.2 to 7.3, inclusive);
- L. DBE forms 6100-3 and 6100-4 (pages 7.4 to 7.12, inclusive);
- M. Build America, Buy America (BABA) Acknowledgement (page 7.15); and
- N. American Iron and Steel Acknowledgement (page 7.16).

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

See Unit Price Schedule

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.
 4. Bidder has carefully studied any reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied any reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
 8. Bidder 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 Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID GUARANTY AND
CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto _____ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____, 20____, to undertake the project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____).

IF THE ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum 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 has submitted a bid on the above referred to project.

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein, and

IF THE SAID Principal shall well and faithfully perform each and every conditions of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; 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 modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond, and it 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:

BY: _____

TITLE: _____

SURETY:

BY: _____

Attorney-in-fact

SURETY COMPANY ADDRESS:

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street Address

City State Zip

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

LIST OF SUB-CONTRACTORS

NOTE: If the Bidder intends to subcontract any of the work included in this Contract such as asphalt paving, concrete work, pipe installation, landscaping, construction video, pavement markings, and construction layout, or other work, he must list the firm name and address of each Subcontractor he proposes to use for each of the various portions of the work. Failure to comply will make the bid incomplete and may make the entire proposal void. All work not listed below must be done by the Bidder with his own forces unless special permission is secured from the Owner to do otherwise.

<u>TYPE OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
Asphalt Paving		
Concrete Work		
Pipe Installation		
Landscaping		
Construction Video		
Pavement Markings		
Construction Layout		

CERTIFIED COPY OF CORPORATION RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of

a Corporation duly organized and existing under the laws of the State of _____,
that on the _____ day of _____, 20____, the Board of Directors of said
Corporation authorized and approved a certain Proposal
to _____ (insert name of Owner) for the construction of certain
improvements for _____ (insert name of Owner) by said Corporation
and any Contract resulting therefrom and empowered the _____ (insert title
of officer) of said Corporation to execute said Proposal and Contract for, and in behalf of, said Corporation;
that said authority is not contrary to any provision in the articles of incorporation or code of regulations
or code of bylaws of said Corporation; that said authority has not been rescinded or modified; and that
_____ is duly elected and acting
_____ (insert title of officer) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____,
20_____.

Secretary

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

INSTRUCTIONS

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see the regulation 40 CFR 32.510, Participants' responsibilities.

Go to <https://sam.gov/content/exclusions> to search for excluded parties. The record includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to Ohio EPA.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
www.epa.ohio.gov/default.aspx

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Disadvantaged Business Enterprises (DBE) Utilization

(Required Contract Provision)

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all-inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. **The current negotiated goal for construction related activities is 5.4% (the total goal is based on 3.1% of MBEs and 2.3% of WBEs participation).**

DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at www.ohioucp.org as well as the ODOT website <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe>. The Department of Development operates the Encouraging Diversity Growth and Equity Program (EDGE), the other state approved DBE certification program. Information on EDGE can be found at <https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program>.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

Program Requirements

To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:

1. Create and maintain a bidder's list (see description below)

2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
 - Form 6100-3 from each subcontractor
 - Form 6100-4 from each prime contractor
 - a copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
 - if any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor
8. Report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

NOTE: It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with the bid package.

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form** and submit those as part of the bid proposal package to the loan recipient.
4. Provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors for completion at the end of the work.
5. During construction, provide the data necessary so that the loan recipient can report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

Bidders List

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than \$250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

Required Contract Conditions

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-2 - The prime contractor must provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors.

This form gives the DBE subcontractor the opportunity to describe the work the DBE received from the Prime Contractor, how much the DBE was paid and any other concerns the DBE might have. Disadvantaged Business Enterprise subcontractors must send completed Form 6100-2 directly to the Region 5 DBE Coordinator after the work by the subcontractor is done and is NOT submitted with the bid package to Ohio EPA.

Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

Reporting During Construction – Form 5700-52A

The purpose of MBE/WBE reporting is to monitor the grant recipient's accomplishments in utilizing MBEs and WBEs; and adherence to the good faith efforts (i.e., outreach to MBEs, WBEs, and other DBEs); and progress in achieving MBE and WBE Goals. During the progress of the construction project, the loan recipient must complete & submit Form 5700-52A annually (**within 15 days after October 1st**). If there were no MBEs or WBEs utilized, or no procurement expenditures of any kind were made during the reporting period, a "negative report" is still required.

Reports are to be sent to:

Florel Fraser, Ohio EPA – DEFA
P.O. Box 1049
Columbus, OH 43216-1049
E-mail address: Florel.Fraser@epa.ohio.gov
Phone: (614) 644-3636

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

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

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

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ☐ ODOT ☐ DAS/EDGE ☐ Other: _____	Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

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

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

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

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

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

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

Continue on back if needed

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

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

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

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

Prime Contractor Signature	Print Name
Title	Date

**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 run across the width of the page. There are no margins, text, or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date

BUILD AMERICA. BUY AMERICA (BABA) ACKNOWLEDGEMENT

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

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder’s Firm

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the

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

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

☐

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

NOTICE OF AWARD

Date of Issuance:

Owner: The City of Huron

Owner's Project No.:

Engineer: Kleinfelder, Inc.

Engineer's Project No.:

Project: New 2.0 MG Elevated Tank

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____, 20____, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

New 2.0 MG Elevated Tank

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Huron**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Huron ("Owner") and _____ ("Contractor").

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

Owner and Contractor hereby 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: **Construction of a new 2.0 MG composite elevated water storage tank.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of a new 2.0 MG composite elevated water storage tank.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Kleinfelder, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Kleinfelder, Inc.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is 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 *Contract Times: Dates*
- A. The Work will be substantially complete on or before September 1, 2007, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2027.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion*: Contractor shall pay Owner \$_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_____ for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

See Unit Price Schedule

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 the basis of Contractor's Applications for Payment on or about the TBD day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 92 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Interest*

- A. All amounts not paid when due will bear interest at the rate of TBD percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement (pages 9.0 to 9.6, inclusive);
 - 2. Bid Guaranty and Contract Bond (pages 4.0 to 4.1, inclusive);
 - 3. General Conditions (pages 1 to 70, inclusive);
 - 4. Supplementary Conditions (pages 1 to 5, inclusive);
 - 5. Specifications as listed in the table of contents of the project manual;
 - 6. Drawings (not attached but incorporated by reference) consisting of ____ sheets with each sheet bearing the following general title: _____;
 - 7. Addenda (numbers ____ to ____, inclusive);
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 3.0 to 3.____, inclusive);
 - b. Instructions to Bidders (pages 2.0 to 2.79, inclusive);
 - c. DEFA Required Forms (pages 7.1 to 7.16, inclusive);
 - d. Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes (page 10.0);
 - e. Certificate of Owner's Attorney and Certification Regarding Availability of Funds (page 11.0);
 - f. Current federally determined Davis-Bacon Wage Rates.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice of Award.
 - b. Notice to Proceed.
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.
 - f. Certificate of Substantial Completion.
 - g. Certificate of Completion.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied any reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied any reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 8. 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.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

8.04 *Successors and Assigns*

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

8.05 *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.

8.06 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____

(where applicable)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES

O.R.C. §5719.042

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The undersigned, being first duly sworn, having been awarded a contract for the _____ (project name) for the _____ (owner) hereby states that we/it were/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 you, as a taxing district, have territory and that we/it were/was not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, this affidavit is incorporated in the contract as a covenant of the affiant.

(Company name)

By _____

ITS _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

NOTICE TO CONTRACTOR

Ohio Revised Code Section 5719.042 provides as follows:

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 taxpayers were charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

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 surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements 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.

Signature

Date

CERTIFICATION REGARDING AVAILABILITY OF FUNDS

Date: _____

ATTEST:

I, _____, _____ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of _____ Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature

SEAL:

NOTICE TO PROCEED

Owner: The City of Huron Owner's Project No.: _____
Engineer: Kleinfelder, Inc. Engineer's Project No.: 24004188
Contractor: _____ Contractor's Project No.: _____
Project: New 2.0 MG Elevated Tank
Contract Name: _____
Effective Date of Contract: _____, 20____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____, pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is September 1, 2027 and the date by which readiness for final payment must be achieved is October 1, 2027.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: The City of Huron
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____

Copy: Engineer

SECTION II
CONDITIONS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), 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;
 - 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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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 the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.

- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is 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; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *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.

7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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 will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.07. 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.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. 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.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 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*: Contractor agrees that:
1. 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
 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will 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.

14.07 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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 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 16.03.
- 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, 7 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement, and one (1) in electronic portable document format (PDF).

ARTICLE 5 – SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delay's in Contractor's Progress*

SC-4.05.C.2.a Add the following subparagraph after 4.05.C.2

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01.B Contractor shall submit with their bid, a completed and signed "Bid Guaranty and Contract Bond" form provided with Bidding Documents as per Ohio Revised Code Section 153.517.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Ohio Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$3,000,000*
Products—Completed Operations Aggregate	\$3,000,000*
Personal and Advertising Injury	\$2,000,000*
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000*

*Can be provided with any combination of primary and excess coverage

Property damage liability insurance will provide explosion, collapse and underground coverage where applicable. If blasting is required - \$1,000,000 separate cover

- G. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$3,000,000*

*Can be provided with any combination of primary and excess coverage

- H. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$2,000,000*
Annual Aggregate	\$3,000,000*

*Can be provided with any combination of primary and excess coverage

- I. Contractor's insurance coverage must meet both these requirements in paragraph 6.03 the requirements in the attached Instructions to Bidders Article 32, whichever is greater for each type of coverage.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- F. Contractors shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractors shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portion of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractors in accordance with this paragraph 6.04 shall comply with the requirements of GC-6.04.
- G. Contractor's insurance coverage must meet both these requirements in paragraph 6.04 and the requirements in the attached Instructions to Bidders Article 32, whichever is greater.

ARTICLE 7 – CONTRACOTR’S RESPONSIBILITES

7.09 *Permits*

SC-7.09 Amend the third sentence of Paragraph 7.09 to read:

Owner shall pay all governmental charges and inspection fees necessary for prosecution of the work.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01.E(1) Amend the third sentence of Paragraph 13.01.E to read:

Contractor shall preserve all such documents for a period of **five (5)** years after the final payment by Owner.

SC-13.01.E(2) Add the following sentence to the end of paragraph 13.01.E:

Such access shall be extended to any entity that has legal authority to audit the books and records of the Owner.

ARTICLE 17 – FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01.B Delete Paragraph 17.01.B in its entirety.

17.02 *Litigation*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Any and all claims and / or disputes not otherwise resolved at mediation shall be subject to litigation in a court of competent jurisdiction in _____ County, Ohio.

SECTION III
DAVIS BACON WAGE RATES

"General Decision Number: OH20250076 03/14/2025

Superseded General Decision Number: OH20240076

State: Ohio

Construction Type: Building

County: Erie County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/14/2025
2	03/14/2025

ASBE0003-002 08/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 43.88	26.93

BROH0046-006 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 36.53	24.03

BROH0046-010 06/01/2024

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 36.53	24.03

BROH0046-011 06/01/2024

	Rates	Fringes
TILE SETTER.....	\$ 36.53	24.03

BROH0046-015 06/01/2023

	Rates	Fringes
TILE FINISHER.....	\$ 30.78	23.04

CARP0351-003 05/01/2024

Rates	Fringes

CARPENTER (Excluding Drywall
Hanging and Metal Stud
Installation, Soft Floor
Laying, and Form Work).....\$ 34.42 26.53

CARP0373-001 05/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.52	23.50

CARP0435-001 05/01/2024

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 37.52	23.50

CARP1090-001 05/01/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 35.33	26.07

ELEC0038-005 04/29/2024

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 31.05	14.34

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-006 04/24/2023

	Rates	Fringes
ELECTRICIAN (Including HVAC/Temperature Controls and Alarm Installation).....	\$ 43.13	23.31

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

* ELEC0129-005 02/24/2025		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms/HVAC Temperature Controls).....	\$ 42.95	18.81

* ELEV0017-002 01/01/2025		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.79	38.435+a+b

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.

ENGI0018-042 05/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 46.71	16.41
Oiler.....	\$ 36.93	16.41

ENGI0066-045 06/01/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0017-011 05/01/2024		

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

LAB00310-004 06/01/2024		

	Rates	Fringes
LABORER		
Mason Tender - Brick & Cement/Concrete.....	\$ 31.89	22.66

LAB00500-006 05/01/2024		

	Rates	Fringes
LABORER		
Common or General.....	\$ 32.35	16.42

LAB00894-003 06/01/2018		

	Rates	Fringes
LABORER		
Pipelayer.....	\$ 31.27	10.90

PAIN0181-001 05/01/2024		

	Rates	Fringes
GLAZIER.....	\$ 34.82	20.80

PAIN0707-002 05/01/2024		

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 32.35	19.45

PAIN0707-003 05/01/2024		

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only).....	\$ 32.00	19.45

PLAS0031-018 05/01/2014		

	Rates	Fringes

PLASTERER (Including FLOOR LAYER: Floor Coating/Epoxy).....	\$ 29.51	15.67

PLAS0886-002 07/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.29	22.07

PLUM0055-002 05/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 42.36	29.90

PLUM0120-009 04/29/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 47.07	28.15
SPRINKLER FITTER (Fire Sprinklers).....	\$ 47.07	28.15

ROOF0134-006 07/01/2021

	Rates	Fringes
ROOFER.....	\$ 29.07	19.84

SHEE0033-043 05/01/2024

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct and Unit Installation Only).....	\$ 43.06	30.11

* UAVG-OH-0026 01/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 31.87	12.74

SUOH2012-078 08/29/2014

	Rates	Fringes

LABORER: Asphalt, Includes

Raker, Shoveler, Spreader and Distributor.....	\$ 24.53	14.55
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 30.95	10.20
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 32.88	12.26
OPERATOR: Bulldozer.....		
	\$ 21.15	8.72
OPERATOR: Loader.....		
	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 31.48	12.80
OPERATOR: Roller.....		
	\$ 31.48	12.80
PAINTER: Spray.....		
	\$ 22.78	12.40
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....		
	\$ 26.88	15.95
TRUCK DRIVER: Dump (All Types)...		
	\$ 24.32	11.73

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>.

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"

"General Decision Number: OH20250001 03/14/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick,
Liverpool, Montville, York, Homer, Harrisville, Chatham,
Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes

MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

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

Rates	Fringes

BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

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

Rates	Fringes

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

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

Rates	Fringes

Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

Rates	Fringes

Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCKTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &
Richland Townships) COUNTIES & the Islands of Lake Erie north
of Sandusky

	Rates	Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes

CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2024

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 31.82	25.11

CARP0200-002 05/01/2024

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.15	22.43
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 33.15	22.43

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2024

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 30.73	25.09

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2024

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 33.43	22.31

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 05/01/2024

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 36.84	27.72

DIVERS - \$250.00 per day

 CARP1393-003 05/01/2024

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 34.68	27.60

DIVERS - \$250.00 per day

 CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

 CARP1871-008 05/01/2017

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

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

 CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

 CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

 CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

 CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

 CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

 ELEC0008-002 05/27/2024

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

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

 ELEC0032-003 12/02/2024

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

Rates	Fringes

ELECTRICIAN.....	\$ 39.17	23.45

ELEC0038-002 04/29/2024

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes

ELECTRICIAN		
Excluding Sound &		
Communications Work.....	\$ 45.23	23.88

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/29/2024

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes

Sound & Communication		
Technician		
Communications Technician...	\$ 32.30	14.38
Installer Technician.....	\$ 31.05	14.34

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0064-003 11/25/2024

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.80	21.03

 ELEC0071-001 01/06/2025

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
 FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
 JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
 Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
 MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
 Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
 Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
 Jefferson, Oxford, Perry, Salem, Rush, Washington & York
 Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
 Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 40.44	4%+16.09
Groundmen.....	\$ 29.07	4%+13.81
Linemen & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0071-004 01/06/2025

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
 MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25

LINE CONSTRUCTION: Groundman
 DOT/Traffic Signal &
 Highway Lighting Projects...\$ 31.10 27%+8.00
 Municipal Power/Transit
 Projects.....\$ 38.47 27%+8.25

LINE CONSTRUCTION:
 Linemen/Cable Splicer
 DOT/Traffic Signal &
 Highway Lighting Projects...\$ 43.89 27%+8.00
 Municipal Power/Transit
 Projects.....\$ 54.96 27%+8.25

 ELEC0071-008 01/06/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.90
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0071-010 01/06/2025

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0071-013 01/06/2025

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.90
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0071-014 01/06/2025

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
 Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
 PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
 Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
 Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

 ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

 * ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

 * ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
 Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

 * ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
 Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
 Greenfield, Fairfield, Fitchville & New London Townships)

Rates	Fringes

ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2024

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.04	27.62

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/03/2024

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	22.05

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

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

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

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

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

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

ELEC0246-001 10/28/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

ELEC0540-005 01/01/2024

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.96	28.18

ELEC0573-003 11/25/2024

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes

ELECTRICIAN.....	\$ 42.20	23.20

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes

ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 08/26/2024

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes

CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 36.00	23.06

ELEC0673-004 12/30/2024

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes

CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 39.47	24.02

ELEC0683-002 05/27/2024

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.50	24.19
ELECTRICIAN.....	\$ 40.50	25.20

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2023

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push

Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,
 BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving
 Machine; Boiler Operator on Compressor or Generator when
 mounted on a Rig; Cableway; Combination Concrete Mixer &
 Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;
 Crane (All Types, Including Boom Truck, Cherry Picker);
 Crane-Compact, Track or Rubber over 4,000 lbs. capacity;
 Cranes-Self Erecting, Stationary, Track or Truck (All
 Configurations); Derrick; Dragline; Dredge (Dipper, Clam or
 Suction); Elevating Grader or Euclid Loader; Floating
 Equipment (All Types); Gradall; Helicopter Crew
 (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine
 on Shaft or Tunnel Work; Hydraulic Gantry (Lifting
 System); Industrial-Type Tractor; Jet Engine Dryer (D8 or
 D9) Diesel Tractor; Locomotive (Standard Gauge);
 Maintenance Operator Class A; Mixer, Paving (Single or
 Double Drum); Mucking Machine; Multiple Scraper;
 Piledriving Machine (All Types); Power Shovel; Prentice
 Loader; Quad 9 (Double Pusher); Rail Tamper (with auto
 lifting & aligning device); Refrigerating Machine (Freezer
 Operation); Rotary Drill, on Caisson work; Rough Terrain
 Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver;

Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt

plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30

ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar

type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including		
metal building erection &		
Reinforcing.....	\$ 36.83	29.01

* IRON0044-001 06/01/2024

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.87	23.00

IRON0044-002 06/01/2024

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.00
Ornamental; Structural.....	\$ 35.37	23.00

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy

junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2024		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.20	26.39

IRON0172-002 06/01/2024		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from

Adamsville through Blue Rock to the southern border), PERRY,
 PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT
 (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.77	22.85

IRON0207-004 06/01/2024		

ASHTABULA (Southern part starting at the Geauga County line),
 COLUMBIANA (E. of a line from Damascus to Highlandtown),
 MAHONING (N. of Old Route #224), PORTAGE (E. of a line from
 Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 35.83	27.41
Ornamental; Reinforcing;		
Structural.....	\$ 34.83	27.41
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2024		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn
 from east to the west county line going through Oxford,
 Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line
 drawn from Catawla to the point where #68 intersects the
 northern county line), CLARK (Western two-thirds), CLINTON
 (Excluding south of a line drawn from Blanchester to
 Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from
 Marshall to Lynchburg & from the northern county line through
 East Monroe to Marshall), LOGAN (West of a line drawn from
 West Liberty to where the northern county line meets the
 western county line of Hardin), MERCER (Southern half), MIAMI,
 MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line
 drawn from Blanchester through Morrow to the western county
 line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.39	24.35

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM

(Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2024

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 37.66	29.24

IRON0787-003 06/01/2024

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	24.25

LAB00265-008 05/01/2024

	Rates	Fringes

LABORER

ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING,

MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer

(without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2024

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 31.84	20.79
GROUP 2.....	\$ 32.84	20.79
GROUP 3.....	\$ 32.84	20.79
GROUP 4.....	\$ 32.84	20.79
GROUP 5.....	\$ 32.84	20.79
GROUP 6.....	\$ 32.84	20.79
GROUP 7.....	\$ 32.84	20.79
GROUP 8.....	\$ 32.84	20.79
GROUP 9.....	\$ 32.84	20.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or

More Component Materials, to include Solvent-Based
Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive
Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead
Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender		

and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

	Rates	Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 36.44	24.46
Power Generating Facilities.\$ 33.29	24.46

PAIN0249-002 05/01/2024

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 27.15	13.64
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 27.15	13.64
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 27.90	13.64
GROUP 4 - Steeplejack Work..\$ 28.10	13.64
GROUP 5 - Coal Tar.....\$ 28.65	13.64
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 35.86	13.64
GROUP 7 - Tanks, Stacks & Towers.....\$ 31.09	13.64
GROUP 8 - Bridge Blaster, Rigger.....\$ 38.86	13.64

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 28.39	17.14
GROUP 2.....	\$ 35.02	17.14
GROUP 3.....	\$ 28.60	17.14
GROUP 4.....	\$ 28.89	17.14
GROUP 5.....	\$ 29.04	17.14
GROUP 6.....	\$ 29.29	17.14
GROUP 7.....	\$ 30.39	17.14

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure
Washing; Epoxy & Two Component Materials; Lead Abatement;
Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of
25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;
July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1
Floating Day

- b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
- c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

 PAIN0788-002 06/01/2024

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

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

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

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

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

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

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

 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

Rates	Fringes

PAINTER

Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes

Painters:

GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2023

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes

PAINTER

Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 31.43	15.50
Brush & Roller.....	\$ 30.18	15.50
Spray; Tank Interior & Exterior.....	\$ 31.03	15.50

PAIN1020-002 07/01/2024

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes

PAINTER

Brush & Roller.....	\$ 26.54	17.66
Drywall Finishing & Taping..	\$ 27.29	17.66
Lead Abatement.....	\$ 28.29	17.66
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.29	17.66
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.79	17.66
Wallcoverings.....	\$ 27.29	17.66

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2024

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes

PAINTER

Bridges.....	\$ 36.26	14.91
Brush; Roller.....	\$ 30.65	14.91
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 31.35	14.91

Spray.....	\$ 31.15	14.91
Stacks; Tanks; & Towers.....	\$ 33.46	14.91
Structural Steel & Swing		
Stage.....	\$ 29.50	14.91

PLAS0109-001 06/01/2024

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

PLAS0109-003 06/01/2024

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

PLAS0132-002 07/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 30.40	16.54

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes

PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 07/01/2024

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2024

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.62	25.67

PLUM0050-002 07/01/2024

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

	Rates	Fringes

Plumber, Pipefitter, Steamfitter.....	\$ 49.70	30.76

PLUM0055-003 05/01/2024

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 42.36	29.90

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2024

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.23	24.89

PLUM0120-002 04/29/2024

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 47.07	28.15

PLUM0162-002 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter,		

Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2024

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.43	37.29

PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2024

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.37	27.64

PLUM0392-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.65	26.75

PLUM0396-001 06/01/2024

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.45	28.96

PLUM0495-002 06/01/2024		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.82	36.70

PLUM0577-002 06/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 41.65	27.48

PLUM0776-002 07/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.07	29.35

TEAM0377-003 05/01/2024		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

Rates	Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.54	16.80
GROUP 2.....	\$ 32.96	16.80

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2024

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.25	18.95
GROUP 2.....	\$ 33.75	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double
Hook-Up Tractor Trailers including Team Track & Railroad
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &
Tandem Trailer, Tag Along Trailer, Expandable Trailer or
Towing Requiring Road Permits, Ready-Mix (Agitator or
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,
Articulated End Dump

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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.

=====

END OF GENERAL DECISION"

SECTION IV

FORMS

OHIO WATER DEVELOPMENT AUTHORITY
CONTRACTOR'S ESTIMATE

TO OWNER:

APPLICATION NO: _____
PERIOD TO: _____
OWDA LOAN NO: _____

FROM CONTRACTOR:

PROJECT:

1 ORIGINAL CONTRACT PRICE	
2 Net change by CHANGE ORDER	\$0.00
3 CURRENT CONTRACT PRICE (Line 1 + 2)	\$0.00
4 TOTAL COMPLETED & STORED TO DATE	
5 RETAINAGE	
a. % of completed work	
b. % of stored work	
Total Retainage (Line 5a + 5b)	\$0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$0.00
7 LESS PREVIOUS PAYMENTS (Line 6 from prior certificate)	
8 CURRENT PAYMENT DUE	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved Change Orders through Change Order No: _____		
NET CHANGES by Change Order		\$0.00

CONTRACTOR'S CERTIFICATE

I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract

CONTRACTOR:

BY: _____

DATE: _____

ENGINEER: _____ By: _____ Date: _____

OWNER: _____ By: _____ Date: _____

OWDA: _____
Chief Engineer Executive Director

Owner
Address
Address

PERIOD TO:

EPA LOAN NO:

EPA LOAN NO:

[illegible]

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____
 LOAN NUMBER _____ CONTRACT _____
 OWDA PROJECT No. _____ DATE _____
 Description of Change: _____

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

RECOMMENDED BY: _____ DATE: _____
 (Engineer)

APPROVED BY: _____ DATE: _____
 (Recipient)

ACCEPTED BY: _____ DATE: _____
 (Contractor)

 (Company)

Original Contract Amt

Previous Changes (+ / --)

This Change (+ / --)

Adjusted Contract Amt

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance

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.

WORK CHANGE DIRECTIVE NO.: _____

Owner: The City of Huron, Ohio

Engineer: Kleinfelder, Inc.

Contractor:

Project: New 2.0 MG Elevated Tank

Contract Name:

Date Issued:

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

FIELD ORDER NO.: _____

Owner: The City of Huron, Ohio
Engineer: Kleinfelder, Inc.
Contractor:
Project: New 2.0 MG Elevated Tank
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: _____

Title: _____

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: The City of Huron, Ohio
Engineer: Kleinfelder, Inc.
Contractor:
Project: New 2.0 MG Elevated Tank
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: _____, 20__

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and 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 Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

CERTIFICATE OF COMPLETION

PROJECT: _____

CONTRACTOR: _____

CONTRACT DATE: _____ COMPLETION DATE: _____

CONTRACT FOR: _____

PROJECT OR SPECIFIED PART SHALL INCLUDE _____

The work performed under this contract and the Project (or Specified part of the Project as indicated above) is hereby declared to be completed on the above date. This certificate does not constitute a completed or acceptable inspection by authorized representatives of the Owner, Contractor, and Engineer.

The date of Completion is the date upon which all guaranteed and warranties begin, except as noted below. The responsibilities between the Owner and Contractor for maintenance, heat, and utilities shall be as set forth below.

_____ Engineer	_____ Authorized Representative	_____ Date

The Contractor accepts the above Certificate of Completion as complete and correct.

_____ Contractor	_____ Authorized Representative	_____ Date

THE OWNER HEREBY ACCEPTS THE ABOVE CERTIFICATE OF COMPLETION.

_____ Owner	_____ Authorized Representative	_____ Date

ALERT

“Total Procurement” fields and “MBE/WBE Combined Procurement” fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the [EPA Form 5700-52A](#) immediately to reflect this clarification.

If EPA grant recipients have questions about [EPA Form 5700-52A](#), please work with your respective Grants Specialist or [DBE Coordinator](#).



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, — September 30,				1B. REPORT TYPE ☐ Annual ☐ Final Report (Project completed)	
1C: Revision of a Prior Year Report? ☐ No ☐ Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.					
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER					
2B. RECIPIENT REPORTING CONTACT Name: Email: Phone:					
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)					
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) ☐					
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)					
	Construction	Non-Construction	Total		
Total Procurement:	\$ _____	\$ _____	\$ _____		
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____		
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. ☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. ☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.			5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. ☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified ☐ Other:		
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE		
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE		

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.

Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

c. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

SECTION V
TECHNICAL SPECIFICATIONS

SECTION 26 0500 - GENERAL ELECTRICAL PROVISIONS

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Division 26 shall include all labor, materials, tools, equipment and services necessary for and/or reasonably incidental to the furnishing and installation of electrical work as shown on the contract documents and specified herein, for a complete and operable installation.
- B. The documents encompassed by these specifications and the attached drawings outline the work and/or materials required to furnish, install, alter, and/or expand the electrical system to provide a complete, finished and operational project. This shall include all associated cutting, patching, excavation, backfill, compaction, concrete bases, manholes, supports, auxiliary steel, inserts, anchors, chases, sleeves, etc., required to accomplish all portions of this Work, without relying upon other trades, or the work described in other divisions of the specifications, unless it is specifically stated in Division 26 or on the Electrical Drawings, that an item will be provided by another trade. Wherever the word 'provide' is used, it shall be understood to mean: furnish and install complete and ready for proper use.
- C. This division of work includes, but is not limited to, the following major areas of electrical work:
 - 1. Provide a new underground service to the new water tower as indicated on project drawings.
 - 2. Provide new lighting, devices, branch circuits, panels, surge protection device, and feeders in this new elevated water tower.
 - 3. Provide two 3-6" empty conduits with pull string, stubbed and capped, from interior water tank equipment rack as indicated on plan and tank manufacturer's drawings.
 - 4. Provide devices, conduit, wiring, control equipment, and telemetry system.
 - 5. Provide two 3" conduits, with pull string and capped, from panelboard rack to interior top of water tank.
 - 6. The Electrical Contractor shall include in their bid an allowance of \$80,000 to employ the services of PAC Engineering with Steve Biela 734-708-4722, sbiela@pac-llc.com to provide services for installation of telemetry system, radio and internet. The following services shall be provided by PAC Engineering.
 - a. Design and provide new PLC Control Panel with detailed wiring diagrams.
 - b. Provide new Radios system to transfer data from Water Tower to the plant.
 - 1. New Radio system consists of replacing the existing radios (1 base and 1 RTU) and adding 1 new for the water tower.
 - 2. Radio system includes installation.
 - c. Provide PLC, HIM, Scada and Radio programming.
 - d. Provide startup and commissioning services for all the above.
 - 7. Electrical contractor shall install RTU, telemetry panels, antennas, antenna cables, and mounting hardware as directed by PAC Engineering.
 - 8. Electrical Contractor to provide all conduit and wiring for the installation of the telemetry system.
 - 9. The electrical contractor shall include in their bid an allowance of \$13,407.20 for Ohio Edison. Contact James Rohrbacher. 419-206-7303.
- D. Work By Others:

1. PAC Engineering will provide work for control design, equipment, and startup as listed above.
2. Ohio Edison to provide and install (7) – 40 ft. poles, anchors, guys, 25 KVA 120/240 V overhead transformer and (1) - #1/0 ACSR Primary and connection for new service.

1.2 DRAWINGS

- A. The accompanying drawings are complementary to the specifications. Work indicated by either, shall be considered as being required by both. No apparent omission from the Drawings shall relieve the Contractor from providing equipment, materials, or services described by the electrical specifications or drawings.
- B. Electrical contractor shall review Architectural, Structural and Mechanical Plans, etc., and shall adjust his work to conform to all conditions indicated thereon. Discrepancies shown on different plans, in specifications or field conditions, shall be promptly brought to the attention of the Engineer for a resolution.
- C. The Drawings may be superseded by later revised drawings or specification addenda and the Contractor shall conform to all reasonable changes without extra cost to the Owner. All items not specifically mentioned in the specifications or noted on the drawings but which are obviously necessary to make a complete working installation, shall be included.
- D. The electrical drawings are schematic in nature. The exact location of conduits, boxes, devices, fixtures, etc., (not referenced by dimension), shall be determined in the field considering interferences, structural conditions, appearance, and the work of other trades. Minor changes in the location of electrical items, from that shown on the drawings, shall not constitute a reason for additional compensation. Contractor shall field verify dimensions indicated by scaling the plans, since actual distances, locations and elevations will be governed by actual field conditions.

1.1 RELATED DOCUMENTS AND REFERENCES

- A. The Instruction to Bidders, General Conditions, Special Conditions, Addenda, Alternates, these Technical Specifications and the Drawings together with the Contract and Proposal Form comprise the Contract Documents for the Electrical Contract.
- B. Bidder shall refer to applicable portions of Division 1 - General and Division 15 - Mechanical as many of the general requirements stated therein apply to or will affect the Electrical work and coordination between the trades is required.
- C. The term Engineer as used herein refers to the design team on the project.

1.1 REFERENCED CODES AND STANDARDS

- A. Perform all work in accordance with the latest edition of the National Electrical Code as issued by the National Fire Protection Association International, National Electrical Safety Code, Life Safety Code, State of Ohio Building Codes, and any local codes or ordinances.
- B. All work, materials and apparatus shall conform to the rules and regulations of the National Board of Fire Underwriters, to the Codes and Standards of the various National Engineering Societies applicable to the work in question, and to the following:

ACIL	American Council of Independent Laboratories
ANSI	American National Standards Institute
ASTM	American Society for Testing & Materials

AWS	American Welding Society
FM	Factory Mutual
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
UL	Underwriters Laboratories, Inc.
NEC	National Electric Code
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
	State Codes
	Local Codes

- C. The above standards are minimum requirements. When plans and/or specifications call for higher standards, the plans and/or specifications shall govern.
- D. All materials shall be installed using tools, methods, means, supports, etc., as may be recommended by the material manufacturer, even if more stringent than the governing codes or regulations specified by the NEC and the State Building Code.
- E. All new electrical equipment shall have Arc Flash labels to meet OSHA requirements.
- F. Materials and equipment for which there are Underwriters' Laboratories Standards requirements, shall have listing of Underwriters' Laboratories and be so labeled and installed per the manufacturers' recommendations.

1.1 PERMITS AND FEES

- A. The architect/engineer will submit the electrical plans for approval and obtain the State Electrical Permit.
- B. The Contractor shall secure and pay for all plan approvals and permits, pay all associated fees and shall, after completion of the work, secure at his expense a certificate of final inspection and approval from the inspection authorities and fire marshall that have such jurisdiction.
- C. Engineer will provide three (3) sets of professional engineer sealed plans and specifications for use in obtaining plan approvals.

1.1 QUALITY ASSURANCE

- A. All material manufacturers shall be firms regularly engaged in the manufacture of products for electrical work of the sizes, types and ratings as specified, and whose products have been in satisfactory use in similar service for not less than three (3) years.
- B. Contractors shall have at least three (3) years of successful installation experience on electrical projects similar to that required for this work. Upon request of the Engineer, such experience shall be outlined and documented in writing, including project names, locations, contract amounts, reference persons and phone numbers. If requested, these shall be submitted prior to award of contract.

1.1 SUBMITTALS

- A. The Contractor shall maintain such insurance as outlined in the General Conditions of the Contract, and shall submit evidence thereof prior to the execution of a contract with the owner.

- B. The Contractor shall submit all proposed sub-contractors to the Engineer within 10 days of the contract award. The award of Sub-Contracts shall be subject to approval and acceptance of the Sub-Contractor by the Owner and the Engineer.
- C. Materials and equipment for which there are Underwriters' Laboratories Standard requirement, shall have listing of Underwriters' Laboratories and be so labeled.
- D. Within 10 days of the contract award, the contractor shall submit the name of the proposed project foreman, along with a brief description of his qualifications, experience, and prior work with this contractor. The selection of the foreman is subject to the approval and acceptance of the Owner and Engineer.
- E. Approval Drawings
 - 1. Approval Drawings are required for all materials enumerated in paragraph 5 below, and for any custom built and/or special purpose equipment.
 - 2. Prior to releasing any order for material for this project, this Contractor shall submit to the Engineer eight sets of approval drawings securely fastened in a folder with each item clearly and completely identified and itemized on the transmittal sheet. Submittals shall be made sufficiently in advance of the required order release date, to allow the Engineer ample time to review such information. Multiple components intended to function together, shall be coordinated and submitted together.
 - 3. The Contractor shall review all shop drawings and forward to Engineer only when and if they meet his approval. All drawings submitted shall bear the approval stamp (or equivalent) of the contractor as evidence that the drawings have been checked by him and that the information submitted represents the actual material item or equipment that will be provided.
 - 4. Manufacturer's catalog cuts are acceptable for standard cataloged equipment where such cuts indicate all necessary data. Where any page lists multiple items, these pages shall be clearly noted or highlighted to indicate the item submitted for this project.
 - 5. Approval drawings are required for the following items, if they are used by the project:
 - a. Service Entrance Switchboard
 - b. Lighting Fixtures
 - c. PLC Control System Hardware
 - d. Safety Switches
 - e. PLC Control System Software
 - f. Handholes
 - g. Control System Primary Devices
 - h. Capacitors
 - i. Radio Telemetry System & Accessories
 - j. Electric Heat
 - k. Telephone/Data Cabling & Outlets
 - l. Timers
 - m. Communications Cabling
 - n. Lighting Controls
 - o. Automatic Transfer Switches
 - p. Motor Starters
 - q. Standby Power Equipment & Accessories
 - r. Primary Cables
 - s. Panelboards
 - t. Dry Transformers

- u. Distribution Switchboards
 - v. Busways
 - w. UPS Equipment
 - x. Surge Suppressors
 - y. Motor Control Centers
 - z. Padmounted Transformers
 - aa. Variable Frequency Drives
 - bb. Specialty Materials such as Fireproofing Materials
6. Additional information necessary to insure thorough or detailed approval and provide necessary information for installation may be requested and when requested shall be furnished promptly to avoid unnecessary delay in completing the approval or delaying the construction.
7. Review of manufacturers' approval drawings or schedules by the Engineer shall not relieve the contractor from responsibility for errors or omissions in manufacturers' drawings or schedules and deviations from the drawings and specifications. The Engineer shall not be responsible for material quantities, where referenced on the approval drawings.
8. Approval drawings for each item submitted shall be complete including physical dimensions, weight, color and shall list all electrical ratings, voltages, amperage, and construction details adequate to review installation methods, rough-in dimensions, type of rough in box, etc. Drawings shall also indicate all technical information, operating characteristics and capacities appropriate to the item, such as Kva, temperature rise, control devices, wiring diagrams, ballast data, lamps recommended, CU tables for fixtures, etc.
9. Items furnished by others: The Contractor will be provided complete manufacturers detailed shop drawings, wiring and connection diagrams, for all equipment to which his work connects. It shall be this Contractor's responsibility to request such drawings in advance of the time they are needed. Work that must be altered because of the Contractor's failure to request and obtain such shop drawings, shall be corrected without additional cost to the owner.

F. Record Drawings

- 1. Contractor shall keep in the field, and open to inspection, an accurate and current record of all deviations from Contract Drawings and Specifications. He shall neatly and correctly enter in colored marker any deviations on drawings affected. An extra set of drawings will be furnished for this purpose.
- 2. On completion of the work, the record drawings shall indicate actual routing of conduit (i.e. above ceiling, in slab), location of outlets, circuit numbering for all lighting, power and receptacle circuits. Underground feeders and ductbanks shall be located by dimension to assist in future excavations. Before final approval, contractor shall certify to the accuracy of each sheet by signature thereon and deliver same to Engineer.
- 3. At completion of the project, the Record Drawings will be delivered to the Owner by the Engineer along with the final Instruction Manuals.
- 4. All final operating and instruction manuals, record drawings, etc., shall be completed and turned over to the Engineer prior to request for final payment.

- G. Instruction Manual: Bind the written operating instructions, shop drawings, equipment catalog cuts and manufacturer's maintenance instructions into a hard-backed binder, so that they can be accommodated into 8 ½" X 11" size. Provide written instructions for each system requiring operator intervention under normal and design conditions. Submit one copy to the Engineer for approval. Upon approval, submit three (3) copies to the Engineer for delivery to the Owner. Materials shall be assembled as follows:

1. Title Page—Title of Job, Owner, Address, Date of Submittal, Name of Contractor and Name of Engineer.
2. Index of all sections
3. A section listing items requiring periodic service for proper operation, and either state the service needed or refer to the manufacturer's data in the binder that describes the proper service.
4. A section of all project shop drawings, complete with a section index.
5. A section of all material manufacturer's operating instructions, complete with a section index.
6. A list of all material (other than basic materials) and material suppliers used on the job, Contractor's purchase order numbers, supplier's name and address, for future use by the owner's maintenance personnel.

1.2 VISITING THE SITE

- A. Contractor shall examine the site and compare it with the drawings and specifications, and shall satisfy himself as to all conditions under which the work is to be performed. Failure to do so shall be deemed as acceptance of existing conditions. The contractor shall ascertain and check the location of any existing structures or equipment which may affect this work.
- B. It shall be the responsibility of this Contractor to refer to any discrepancies upon examination of site and drawings to the Engineer before bid due date. No allowances shall be made on his behalf for any extra expense to which he may put due to failure or neglect on his part to make such examination.

1.1 GUARANTEE

- A. This Contract shall guarantee his workmanship and materials (incandescent and quartz lamps excepted), for a period of one year from the date of final acceptance and leave his work in perfect order at completion. Should defects develop within the guarantee period, this Contractor shall, upon notice of same, remedy the defects and have all damages to other work or furnishings caused by the defects or the work of correcting same repaired and/or replaced at his expense, to the condition before such damage. The date of final acceptance is defined as the date of signature of the Engineer on the final payment of this Contract, unless otherwise defined in the General or Special Conditions.

PART 2 – PRODUCTS

2.2 MATERIALS

- A. Unless specified otherwise, all materials shall be new and of the best quality and, if applicable, materials shall bear certification of quality. If requested, Contractor shall furnish satisfactory evidence as to the kind and quality of materials.
- B. Provide all basic electrical materials including conduit, raceways, fittings, conductors, cabling, trays, boxes, supports, devices, connections, cover plates, grounding, controls, labeling, etc., whether or not specifically shown, specified or noted, as may be required for a complete and operable installation.
- C. All equipment and materials supplied shall contain no asbestos materials.

2.3 STANDARDS AND SUBSTITUTIONS

- A. Those articles, devices, materials, forms of construction, fixtures, etc., named in the specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "Standards" and all proposals shall be based on same. Where two or more "Standards" are named together, the successful bidder may furnish any one of the "Standards" named, but Contractors shall make their selections known to Engineer within 10 days following award of their contract.
- B. Note that "substitutions" are not permitted except under the strict guidelines of the General Conditions. In no case will a "substitution" affect determining of the lowest bid.
- C. Approval of "substitutions" prior to the bid date, will be considered only if a request is submitted in accordance with the General Conditions, at least twenty-one (21) working days prior to the bid date, complete with appropriate specifications, drawings, performance data, electrical ratings, capacities & capabilities, samples and other information which may be required to assist the Engineer and Owner, in determining whether or not the proposed substitution is acceptable. Approval of such requests for substitutions of materials or methods other than that specified, will be contingent upon submission of proof, satisfactory to the Engineer and Owner, that:
 - 1. The proposed substitute is equal or superior in quality, serviceability and availability, to the specified item;
 - 2. The use of the substitute will not involve changes in construction details, design, or artistic effect;
 - 3. The warranty provided for the substitute, will be the same as would be provided for the specified item.
- D. Should a Contractor desire to furnish materials, systems or construction methods which are not specified, he may propose such items by submitting a "Voluntary Alternate" proposal, attached to the form of proposal. Such voluntary alternates shall include a clear and accurate description of the proposed items including quantities involved; an outline of other items, including the work of other trades, which may be affected by the alternate items; and a firm cost proposal which would be ADDED to or DEDUCTED from the base bid proposal. If the voluntary alternate is considered, the Contractor shall submit, upon request of the Engineer, all other such technical support data, similar to that referenced above for "substitutions", to provide the Engineer and Owner information upon which to base their decision.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All work shall be done by mechanics skilled in the particular trade involved and shall be of the best quality, shall be done in a neat, workmanlike manner, up to present standards and practices.
- B. Installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- C. Work shall be executed in conformity with best practice and so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightlines.
- D. All installations shall provide for efficiency of operation, ease of maintenance, efficient utilization of space, and good construction practice, in concert with all other trades and contractors. Special care shall be exercised to insure that proper equipment maintenance

and normal component replacements may be accomplished after final project completion without removal of excessive unrelated items of equipment, raceways, boxes, etc.

- E. The Contractor shall have in charge of work at all times during construction a competent foreman or superintendent, experienced in the work to be installed under this division of the work and with previous experience as a foreman for successful Contractor. Note that selection of the foreman shall be subject to the approval of the Engineer and Owner.
- F. Immediately correct all work which is found unacceptable by the Engineer. Work shall be unacceptable where it is not in conformance with the Drawings, Specifications or normal standards of good workmanship.
- G. The Contractor shall furnish and install raceway and wiring for all equipment that is supplied by others and requires electrical connection.

3.2 COORDINATION

- A. This Contractor shall review the drawings and specifications of other trades involved in the project, and shall examine the work of such, to which his work must connect, attach, align, or otherwise coordinate. This Contractor shall, in no case, connect to, attach to, cover up, or finish work adjacent to defective or improper work, but shall notify the appropriate other contractor and the Engineer, upon such circumstance.
- B. The Contractor must be prepared to enter upon his work promptly and shall layout and conduct his work at all times so as not to interfere unnecessarily with the operations of the Owner or other contractors. He shall work in harmony with such other contractors and the Owner to the best interests of the job as a whole. Provide adequate and timely input to the contractor preparing "coordination drawings" where specified elsewhere. All conflicts shall be resolved in the best interest of the Owner and the successful completion of the project.
- C. Contractor shall lay out his work and be responsible for correct locations, elevations, and dimensions of all work executed under this contract. He shall exercise proper precautions to verify figures shown on drawings before laying out the work and shall be held responsible for any error resulting from his failure to exercise such precaution.
- D. No pleas as to acts, orders, directions or supervision of the Engineer or Owner shall be admitted as justification of any error or departure from the terms of the Contract, unless such order or directions are explicitly given in writing.
- E. If motors or equipment furnished by others, require more or larger starters, more or larger branch circuits, additional disconnects, etc., the contractor furnishing such motors or equipment shall reimburse the Electrical Contractor for the cost differential he incurs. It is the responsibility of each contractor furnishing motors, to advise the Electrical Contractor of the exact function of the systems to assure proper operation of the system.

3.3 SCHEDULING

- A. Contractor shall take special note of the construction phasing and time constraints in other portions of these specifications. It is necessary that the Electrical Contractor cooperate closely with the Engineer, Owner and General Contractor as to the areas of work and coordination of the various trades, etc. It shall be the responsibility of this Contractor to carefully plan his delivery and work schedule to coincide with operation and schedule of the other Contractors.

- B. Electrical Contractor shall work closely with the General Contractor and submit a Construction Schedule to coordinate with the General Contractors Schedule prior to actual start of construction and shall outline specifically those items whose delivery or installation may cause schedule difficulties.
- C. Exposed raceways and boxes installed after the room has been painted, shall be painted to match the room finish.

3.4 CLEANING AND FINISHING

- A. After all tests have been completed and approved by the Engineer and Owner, this Contractor shall clean all fixtures and equipment leaving everything in working order at completion of the work.
- B. All tags, stickers, markings, etc., shall be removed from fixtures, conduit and equipment. All operating instructions, connections diagrams, etc., furnished with equipment shall be turned over to the Engineer as part of the Operating Instruction Brochure.
- C. Finally, all debris created by execution of electrical work shall be removed by this Contractor in a timely manner.

3.5 IDENTIFICATION

- A. Provide engraved nameplates on all new equipment provided under this contract, as follows:
 - 1. Transformers
 - 2. Control Panels
 - 3. Motor Control Centers
 - 4. Panelboards
 - 5. Switchboards
 - 6. Backboards
 - 7. Motor Starters
 - 8. Large Junction Boxes
 - 9. Safety Switches
 - 10. Terminal Cabinets
 - 11. Control System Cabinets
 - 12. Transfer Switches
 - 13. Metering Devices
 - 14. Control System Primary Elements
 - 15. Variable Frequency Drives
 - 16. Capacitor Banks
- B. Lettering shall include name of equipment, the specific unit number and any reference to on-off or other instructions that are applicable.
- C. Nameplates shall be laminated phenolic with a white surface and black core. Items related with or fed via emergency power shall be red with white core. Use 1/16" thick material for plates up to 2" X 4". For larger sizes use 1/8" thick material.
- D. Lettering shall be condensed gothic. The space between lines shall be equal to the width of the letters. Use 1/4" minimum height letters which occupy four to the inch. Increase letter size to 1/2" on largest plates.
- E. Nameplates shall be securely fastened to equipment with screws or rivets except as specifically directed otherwise by the Engineer.

- F. Nameplates shall be provided on each branch feeder unit in distribution panels, switchboards and motor control centers.
- G. Both ends of each cable or grouping of wires shall be permanently marked with the same cable number.
- H. Each conductor shall be permanently marked with terminal number to which connected.

3.6 FIELD TESTING

- A. Contractor shall conduct such tests and adjustments of equipment as required by Engineer or necessary to verify performance requirements. Submit data taken during such tests to Engineer. Contractor shall pay all professional testing firm fees involved in required testing of equipment. Tests shall include the operation of all lights and equipment, and grounding and insulation resistance measurements on all major power feeders and not more than ten (10) other representative circuits and any others for which a technical reason exists for such testing.
- B. Electrical Contractor shall provide necessary electrical personnel and testing instruments as required or desired by the Engineer to insure proper performance or load balance, etc.
- C. Load Balancing: This Contractor shall furnish personnel and equipment and insure that building power, lighting, motor and appliance loads are balanced between phases of service entrances, distribution feeders and/or transformers to within ten (10) per cent under maximum load conditions. Special care shall be taken during load balance to assure that reverse rotation of motors is not caused.
- D. Phasing/Rotation: All panels, switches, switchgear, motor control, etc., shall be checked and verified in the presence of the engineer for "ABC" - "CLOCKWISE" rotation in accordance with NEMA Standards and Recommendations. This includes all existing panels and switchgear being re-fed. Exercise caution that reconnections of panel feeders, etc., does not cause any motor phase rotation reversal.
- E. At the completion of the project, Contractor shall verify complete Ground/Neutral separation except at the main service bonding jumper and shall clear and correct all other grounded neutrals within his scope of work.
- F. Systems: All alarm and signaling systems, such as Telemetry System, Programmable Controller System, etc., shall be checked out and tested by a qualified field representative of the equipment vendor. A report shall be submitted to Engineer by Vendor representative indicating results of such final checkout and tests. Final payment will not be approved until such report is submitted.

3.7 EQUIPMENT AND SYSTEM DEMONSTRATIONS

- A. All special purpose equipment and alarm and signaling systems, such as Standby Power Systems, Telemetry Systems, Programmable Controller System, Automatic Power Factor Control System, Exterior Lighting Control, U.P.S., Security System, etc., shall be demonstrated in the presence of the Owner and Engineer including operation of random devices, components and wiring, to verify proper operation of the finished installation.
- B. System demonstrations shall be scheduled ONLY after all devices, components, etc., have been fully tested and system is in final operating condition.

3.8 ORIENTATION AND TRAINING

- A. Provide a minimum of 4 hours total instruction to personnel selected by the Owner. Schedule instructions with at least two weeks advance notice. Instructions shall include the following.
 - 1. Show location of items of equipment and explain what they do.
 - 2. Refer to operating instruction manual for record and clarity.
 - 3. Coordinate written and verbal instructions so that each is understood by personnel.
- B. Provide a receipt, signed by Owners Personnel that the instructions were conducted.
- C. Personnel instructions shall NOT be combined in any way with equipment start up, testing, debugging or system demonstrations.
- D. Electrical items anticipated to be covered by these instructions, include, but are not necessarily limited to, the following:
 - 1. Power System Connection and Operation
 - 2. Service and Panelboards
 - 3. Contactors and Control Functions
 - 4. Uninterruptible Power System
 - 5. Automatic Power Factor Correction
 - 6. Communication, Signal & Alarm Systems
 - 7. Electric Heating System
 - 8. Security System
 - 9. Electrical Control Systems
- E. See 266000 Series specification sections for separate and additional instructions for control panels, instrumentation, control wiring, and programmable controller and telemetry systems when required.

END OF SECTION 26 0500

City of Huron
New 2.0 MG Elevated Tank

Kleinfelder, Inc.
24004188.001A

SECTION 26 0501 – RELATED WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide work associated with the electrical installation, which is closely associated therewith, and required for a complete and operational installation. Such work may be non-electrical in nature, but shall be provided by this contractor, in order to assure coordination and installation responsibility by this contractor. Such work shall include cutting and patching, excavation and backfilling, concrete work, and other items as may be described on the plans.
- B. Where final interior or exterior finishes of this related work, is to remain exposed, such finishes shall be provided via workers or subcontractors specifically trained in the work to be performed, all at the expense of this contractor.

1.2 RELATED DOCUMENTS

- A. Refer to Section 26 0500 for general requirements for the electrical work.

PART 2 - PRODUCTS

2.1 SEALANTS AND FIRE PROOFING MATERIALS

- A. Sealant material shall be Dow Corning RTV Silicone Foam, UL Listed and tested for fire penetration sealing or equal by Nelson and Burndy.
- B. Areas around conduits or sleeves shall be filled with a dielectric, non-hardening putty such as I.P.C. Type #FSP1000 or expanding caulk materials such as Silicone R.T.V. Foam or I.P.C. #FS900.
- C. Large openings in floors or masonry walls may be sealed using light weight, low density expanding mortar similar and equal to I.P.C. Type "K.B.S. Mortar-Seal".
- D. Large openings around bus ducts or cable trays where passing thru fire rated wall shall be sealed using fire seal bags stuffed into the opening. Bags shall be coated fiberglass, conformable and shall be easily removable and re-usable for retrofit applications. Bag seals shall be I.P.C. "K.B.S. - Sealbags" or equal.
- E. All fire and smoke penetration seals shall be properly closed using U.L. Listed Products to match the penetration firestop system designation and all fire and smoke stop materials shall be free of asbestos, dangerous solvents, non-halogenated and shall not produce toxic fumes or smoke during exposure to fire. Fire stop shall be designed and installed to provide a minimum 2 hour rating.

PART 3 - EXECUTION

3.1 SLEEVES, INSERTS AND OPENINGS

- A. Contractor shall lay out and install his work in advance of constructing floors and walls. He shall furnish and install all sleeves and openings through floors and walls required for passage of all conduits, pipes or ducts installed by him. Sleeves shall be heavy gauge galvanized sheet steel, supported and packed to prevent ingress of concrete. All necessary cutting and patching to correct improperly installed material shall be done at this Contractor's expense. No horizontal chases will be allowed. Provide all necessary inserts for support of electrical equipment.
- B. All conduits, sleeves, outlet boxes, fittings, etc., shall be properly closed with fireproof materials and patched where passing through walls, floors or ceilings in accordance with the NEC for prevention of fire spread.
- C. Where conduits, cable tray, ducts, etc., pass thru solid walls, floors or ceilings the opening around said penetration shall be sealed against moisture and fire penetration.
- D. Pipe or duct penetrations through all floors, fire walls, or rated ceilings shall be sealed by this contractor to prevent spread of fire and smoke and ingress of moisture.

3.2 CUTTING AND PATCHING

- A. Contractor shall work in advance of work of others wherever possible, eliminating all cutting and patching. Where such procedure is impossible, cutting and patching shall be done in a neat manner by various mechanics skilled in various trades involved, to the satisfaction of the Engineer. No excessive cutting will be permitted, and no structural members shall be cut without consent of the Engineer.
- B. Contractor shall do his own cutting and patching as required to properly complete his own work. All floors, walls, ceilings, etc., shall be left in an acceptable condition. Final finishes will be by General Contractor.
- C. Holes of excessive size caused by this Contractor will be repaired at this Contractor's expense, as directed by the Engineer and in accordance with other applicable portions of this specification.
- D. Where underfloor raceway is indicated in existing areas, this contractor shall cut existing concrete floor to proper depth to install the new metal raceway and shall patch the concrete at the new raceway. Final floor finish to be by General Contractor.
- E. Penetration of metal roof deck is not permitted for hangers, supports, clamps, fasteners, etc.

3.3 HOUSEKEEPING PADS

- A. All floor mounted electrical equipment shall be mounted on 4" high poured concrete housekeeping pads.
- B. Pads shall be complete with chamfered or rounded corners and shall provide a smooth level surface for the equipment.
- C. All concrete housekeeping pads shall be "sealed" before equipment is set in place.

SECTION 26 0502 – ELECTRICAL SITE WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install the exterior underground cables, conduit, pull boxes, handholes, etc., as shown on the plans to accommodate the utility company services and exterior components as indicated.

1.2 RELATED DOCUMENTS

- A. Comply with the applicable Division 2 specifications pertaining to excavation, backfill and other site related work.
- B. See Section 26 0515 for conduit requirements.

1.3 COORDINATION

- A. Underground Utilities Notification: Per Section 153.64 of the Ohio Revised Code to provide procedures for identification of underground facilities:
 - 1. Each Contractor(s) to whom a contract for a public improvement is awarded shall, at least two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to commencing work cause notice to be given to the utilities, in writing, by telephone or in person.
 - 2. Each Contractor shall alert immediately the occupants of nearby premises as to any emergency that he may create or discover on or near such premises of the underground facility any break or leak on its lines or any dent, gouge, groove or other damage.
- B. Prior to digging or drilling, Contractor shall contact the Ohio Utility Protection Service (800-362-2764) to have known public utilities located and marked to avoid damage to existing underground utilities.

PART 2 - PRODUCTS

2.1 UNDERGROUND WARNING

- A. Underground warning tape shall be bright yellow or orange, 6 inches wide, with imprinted lettering "Caution--Buried Electric Line Below" (or "Buried Telephone"). Tape shall be laid continuously through the length of the trench. Warning tape shall be Allen "AMT" or equal.

2.2 HANDHOLES AND JUNCTION BOXES

- A. Handholes shall be of non-metallic construction, mounted flush with grade, complete with heavy duty, gasketed covers, stainless steel bolts and descriptive wording molded into the cover. Pull box covers and box ring shall be polymer concrete. Body may be polymer concrete or

fiberglass. Small handholes for individual lighting circuits shall be nominal 12 inches by 12 inches by 12 inches with closed bottom. Larger handholes for feeders or conduits 2 inch diameter and larger, shall be comprised of multiple stacking type boxes. Larger handholes shall be nominal 18 inches by 30 inches by 24 inches deep with open bottom for natural drainage.

- B. Handholes shall be rated for ANSI Tier 15 loads unless otherwise indicated on the drawings.
- C. Handholes shall be Quazite "PG" Series, HighLine Products "PHA" Series, Highline Products: CHA or equal sized as indicated on the plans, described above or as required by the NEC per Article 370.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All new underground conduit or cable runs outside the foundation walls, including telephone, electrical, lighting circuits, etc., shall be protected via plastic warning tape located 12 inches below grade and directly above the buried utility line.
- B. Provide new handholes where indicated or required to intercept and extend existing underground circuits, or to make splices in wiring. Handholes shall be set flush with grade, atop a 6 inch thick compacted, crushed stone base extending 3 inches beyond the handhole length and width.

3.2 EXCAVATION

- A. Trenches shall be opened in straight lines and bottomed out at least 4 inches below conduits or ducts. Minimum depth of 30 inches shall be maintained between top of cable, conduit, duct or concrete envelope, and finished grade.
- B. Contractor shall cut any interfering trees, remove all stumps, rocks, etc., in the line of excavation. Any shrubbery in line of excavation shall be removed with a ball of dirt and replaced at completion of excavation. Approval of the Engineer shall be obtained before any tree is removed.
- C. Where excavation crosses existing lawns, Contractor shall remove sod, properly store and replace sod at completion of excavation. Care shall be exercised during the work to see that no unnecessary damage is done to lawns in the storing of dirt or other construction material. Should unnecessary damage occur, in the opinion of the Engineer, the Contractor shall be required to repair lawns at his own expense.
- D. Where existing sidewalks, drives, and roadways must be cut, they shall be cut in straight lines, shall present a neat appearance when re-laid and shall match existing work.

3.3 BACKFILL

- A. Trenches shall be backfilled to a point 6 inches below grade. Fill material shall be clean earth free of rocks, sticks, etc., bank run gravel, clean sand, or other approved granular material.
- B. Fill shall be placed in 6 inch layers and compacted to 90 percent maximum density. Final 6 inches of fill in lawn or planting areas, shall be top soil free of vegetation, rocks, sticks or other

unsuitable material. Top soil shall be compacted with a suitable roller or power tamper. Top soil below sod shall be thoroughly worked to a depth of 6 inches mixed with commercial fertilizer. Sod shall be laid evenly, tamped and watered thoroughly.

- C. Backfill under sidewalks, roadways, drives and parking areas shall be bank run gravel or approved granular material to conform to ODOT Type B conduit requirements. Backfill under building walls and/or footers shall be concrete of the same strength as walls or footers.

3.4 EXTERIOR DUCTBANKS (Where Indicated)

- A. Selected underground raceways in larger sizes may be fibre or plastic duct (PVC) encased in a steel reinforced concrete envelope. Install multiple underground conduits in common trenches, with proper spacers, and other approved fittings including long radius bends, couplings, end bells, fibre to steel adapters, etc. Exercise special care to insure that joints or couplings in underground ducts are sealed to exclude water.
- B. Concrete envelopes shall encase raceways with not less than 3 inches of concrete, top, bottom and sides, and shall include a No. 4 continuous reinforcing bar at each corner. Underground concrete duct banks shall be dyed "RED" via sprinkling or mixing as a warning for future excavations.
- C. Where raceways pass through concrete walls below grade, set galvanized steel conduit or sleeves, 1 ½ inch larger than OD of conduit. Caulk both sides with oakum and wool, or otherwise adequately waterproof opening around conduit.
- D. Underground raceways serving only exterior lighting units may be direct burial rated non-metallic raceways without concrete encasement.

3.5 DIRECT BURIAL (Where Indicated)

- A. Where direct buried cables pass under paved areas, they shall be enclosed in Schedule 80 PVC conduit. Conduit shall be minimum of next larger size than required by "NEC" 40 percent fill rule. Conduit shall extend a minimum of 5 feet beyond edge of pavement.

END OF SECTION 26 0502

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SECTION 26 0503 – EQUIPMENT WIRING CONNECTIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide power wiring, connections and terminations to particular items of equipment provided by others, such as exhaust fans, air handling units, chillers, pumps, etc., all as required for a complete and operating component installation. All necessary starters and controls for the indicated items will be furnished with the equipment, unless specifically noted otherwise.
- B. Provide control and instrumentation components and wiring only where specifically described herein or shown on the drawings.
- C. Terminate wiring as shown on the equipment shop drawings and instruction manual for all equipment whether contractor supplied or supplied by others.
- D. Internal and intrapanel wire (e.g. motor control centers) shall be furnished and installed by this contractor.

1.2 RELATED DOCUMENTS

- A. Refer to Section 26 0500 for general requirements for the electrical work.
- B. Refer to other Division 26 sections for basic materials described herein.
- C. Refer to Section 26 6000 – Electrical Control Panels for Process Control and Monitoring Systems and Equipment included in the electrical contract.

1.3 QUALITY ASSURANCE

- A. Comply with the wiring and connection requirements provided with the equipment, by the equipment supplier, or by the equipment manufacturer. In making electrical conduit and wiring connections, do not modify the equipment in such a way as to degrade the equipment, its enclosure, function or warranty.

1.4 COORDINATION

- A. All rough-in, wiring, and interconnection requirements for the special equipment shall be verified with the supplier, prior to installation.

PART 2 - PRODUCTS

2.1 BASIC MATERIALS

- A. Hard-wiring connections from equipment connection boxes shall be run in neoprene jacketed flexible conduit. Portable or plug in connections, and those subject to regular movement, shall be made with type SJ-600 volt rubber insulated cord and approved fittings.
- B. Provide devices, disconnects, plugs, receptacles, etc., as shown on the drawings, specified or required for a complete installation.

PART 3 - EXECUTION

3.1 GENERAL

A. Circulating Pumps and Exhaust Fans

- 1. Provide starters and disconnects for each exhaust fan, circulating pump or re-circulating pump, including magnetic starters or variable frequency drives for three phase motors, and manual starters for single phase, fractional HP motors larger than 1/10 HP. Provide power wiring to each starter and through to the motor.
- 2. Temperature control wiring, devices, systems and required interlocks will be by others. Process Control System wiring, devices, and interlocks are specified in the 16900 Series sections below.
- 3. Wire and connect the line voltage aquastat for 120 volt, fractional HP hot water recirculating pumps where provided by others.

B. Unit Heaters and Ventilators

- 1. Each gas-fired, hot-water, and steam unit heater and unit ventilator will be provided complete with a prewired control package with necessary starters and controls, by the Mechanical Contractor. All temperature control wiring will be by the Mechanical Contractor.
- 2. Electrical Contractor shall provide power wiring to the line terminals of the package type controller for each unit as indicated on the plans.
- 3. Provide a local disconnect at each unit. Mount immediately adjacent to the unit enclosure or preferably inside the UV cabinets (if accessible space is available). Provide a flexible conduit connection to each suspended UV and UH.
- 4. Wire and connect the line voltage aquastat for 120 volt, fractional HP unit heaters and unit ventilators, where provided by others.

C. Heat Tracing

- 1. Electric heat tracing will be furnished and installed by the Mechanical or General Contractor, on selected piping systems or sections, complete with insulation, controls, etc., where noted on the plans.
- 2. Electrical Contractor shall provide a local disconnect adjacent to the power wiring connection point, where shown, and provide a separate 30 milliamp, ground fault interrupting type circuit breaker for the branch circuit serving the heat tracing. Field verify exact heat tracing wattage and voltage, prior to beginning this work.

D. Process Equipment Power and Controls

1. Provide conduit, wiring, connections, starters and disconnects as indicated, for the owner's new and relocated process equipment. Selected items shall be provided by the equipment vendor, with a preassembled and prewired control package which includes all necessary starters and controls.
2. All rough-in requirements, branch circuit sizes, control wiring quantities and final connection details, shall be verified in the field with the owner's process equipment vendor drawings prior to installation. Where electrical installation requirements vary substantially from that indicated on the contract documents, Contractor shall notify the Engineer immediately for field direction and resolution.
3. Selected process control devices (i.e. limit switches, level switches, pushbutton control stations, product measurement devices, process monitoring equipment, etc.) Shall be provided by other contractors. Where these and other incidental (not equipment mounted) electrical items are furnished loose by the equipment vendor, this contractor shall mount, wire and connect these items as directed by the Owner.

E. Control and Instrumentation Equipment

1. Provide the remote control and interlock wiring for package type control panels, as provided through other contracts or by the owner, as indicated on the plans or as specified in other portions of these specifications.
2. Selected meters and instrumentation equipment will be furnished by the General Contractor. All interconnections and wiring shall be provided by the Electrical Contractor, as recommended by the equipment supplier and as specified in other portions of these specifications.

END OF SECTION 26 0503

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SECTION 26 0514 – BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes

1. It is the intention of the specification for all work that each part shall be completed as related to the other, and that there shall be no omission necessary for the operation of the system as intended, even though each and every item may not be mentioned.
2. This work shall be complete to the extent indicated and in first class mechanical and electrical condition upon completion of all contracts pertaining to the entire structure. Structure to be as shown on the Drawings.

1.2 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, insurance and service necessary for the proper and entire completion of the electrical work, rough-in, and supply designated equipment as hereinafter specified and as called for on the drawings.
- B. The Electrical Contractor shall provide temporary construction power to the site and shall coordinate temporary and permanent service with the local power utility. Provide service drop pole/pedestal and all service conduit and wire required by utility standards. Mount meter base as required by utility standards where applicable.

1.3 QUALITY ASSURANCE

A. Codes and Fees

1. Perform all work in accordance with the latest edition of the National Electric Code as issued by the National Fire Protection Association, National Electrical Safety Code, Standards of the National Bureau of Fire Underwriters, State of Ohio Building Codes and any local codes or ordinances.
2. The above standards are minimum requirements. However, when plans and/or specifications call for higher standards, the plans and/or specifications shall govern.
3. Should these specifications conflict with the rules of the above codes or regulations, the Contractor shall notify the Architect/Engineer of such before proceeding with the work so that same can be adjusted to the satisfaction of all concerned.
4. This Contractor shall obtain all necessary permits and pay fees for such. Owner shall secure State of Ohio Plan Approval.

B. Visiting Site and Premises

1. It will be assumed that those tendering proposals shall have made all necessary examinations of the Premises and Site shall have satisfied themselves as to the conditions under which the Contract is to be executed. No allowance will be subsequently made by the Owner due to any error or omission on the part of the Bidder in this connection.

PART 2 - PRODUCTS

2.1 DRAWINGS

- A. Electrical system layouts indicated on the drawings are generally diagrammatic and locations of outlets and equipment shall be governed by structural conditions and obstructions. This is not to be construed to permit redesigning systems; all outlets shall be interconnected as shown on drawings. Locate and install equipment requiring maintenance and operation so it will be readily accessible.
- B. The right is reserved to make any reasonable change in location of outlets and equipment prior to roughing-in, without involving additional expense.
- C. The Contractor shall examine the electrical drawings in conjunction with the architectural and mechanical drawings and if any discrepancies occur between them and these specifications, he shall report them to the Architect/Engineer in writing before the bids are opened and obtain written instructions of changes in the work. If not reported before the opening of bids, rectifying the same becomes the responsibility of this Contractor. The architectural drawings shall take precedence over the electrical and mechanical drawings.

2.2 SHOP DRAWINGS

- A. Shop Drawings are required for light fixtures, disconnects and switchgear. Manufacturers catalog cuts are acceptable for shop drawings. Drawings shall identify the exact item and rating to be furnished.
- B. Drawings shall be submitted to cause no delay in construction.
- C. Drawings shall bear the stamp of approval of the Contractor prior to submitting to Architect/Engineer.

2.3 LOCATIONS

- A. The exact location of lights, panels, switches, receptacles and other work shown on drawings are approximate and any shift in location of these items due to construction of the structure or equipment shall be done by this Contractor without any cost to the Owner, but with the approval of the Architect/Engineer. This Contractor shall check all roughing-in plans, shop drawings of mechanical work, sinks, cabinets, cases, etc., where applicable, before roughing-in.
- B. Contractor shall refer to interior elevation for mounting heights for some equipment where applicable.

PART 3 - EXECUTION

3.1 CLEANING AND FINISHING

- A. After all tests have been completed and approved by the Architect/Engineer and Owner, this Contractor shall clean all fixtures and equipment leaving everything in working order at the completion of the work.

- B. All tags, stickers, markings, etc., shall be removed from fixtures, conduit and equipment. All operating instructions connection diagrams, etc., furnished with the equipment shall be turned over to the Owner. All debris created by execution of the electrical work shall be removed by the party performing said portion of this work.

3.2 GUARANTEE

- A. The Electrical Contractor shall guarantee that all electrical wiring equipment furnished by him and installation shall conform to the State of Ohio Administrative Code, National Electric Code and NFPA Standard No. 70. All work and equipment shall be subject to the approval of the District Inspector assigned by the State Department responsible for building inspections.

END OF SECTION 26 0514

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SECTION 26 0515 – BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. All work including, but not limited to, complete installation of service disconnects, distribution panels, conduit, conduit fittings, receptacles, light switches, boxes, light fixtures, conductors, etc., as called for on the drawings or hereinafter specified.
- B. Materials and equipment for which there are Underwriters' Laboratories Standard requirements, shall have listing of Underwriters' Laboratories and be so labeled.
- C. Materials other than those listed herein shall be the size, type and capacity indicated on the Drawings and the specifications. Insofar as possible, use one type and quality.

PART 2 - PRODUCTS

2.1 WIRE AND CABLE

- A. Material shall be new copper conductors with 600 volt 75° C rated insulation and as follows:
 - 1. Conductors #8 AWG and smaller shall be stranded with THHN or THWN insulation. Minimum wire size shall be #12 unless noted or specified otherwise.
 - 2. Conductors #6 AWG and larger shall be stranded with XHHW insulation.
 - 3. Panel internal conductors shall be THHN, #16 minimum.
 - 4. Multi-conductor cables shall be used where indicated.
 - 5. Wire shall be as manufactured by Houston Wire, General Cable, Triangle, Essex, Colonial, or Pirelli.
 - 6. Instrumentation cable shall be twisted pair or triad consisting of bare stranded copper conductors (#16 minimum) with PVC insulation rated 600V, 75°C (minimum), double faced, 100% coverage, aluminum/synthetic polymer shield tape, #18 minimum tinned copper drain wire and PVC jacket. The cable shall be rated 300V for above ground installation and 600V with water resistant jacket for underground installation. The cable shall be Okonite Type P-OS or Belden Type 8719, 8618 or 9342.
 - 7. Variable frequency drives shall be cable connected using a three (3) conductor shielded cable with grounding wire, crosslinked polyethylene insulation (XLPE) with 90°C rating, 100% foil shield tinned copper braid, drain wire and PVC jacket. Belden Type 29500 or equal.
 - 8. Conductors installed in underground raceways shall have type RHW, RHH, or XHHW insulation for wet locations.
- B. All wiring throughout building shall be color coded to identify phases, neutral and ground. Color code shall be in accordance with NEC and as follows unless special color coding is required by local Electrical Inspector.

	SINGLE PHASE	THREE PHASE
CONDUCTORS	120/240V	480/277/V
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	---	Yellow
Neutral	White	Gray
Ground	Green	Green

2.2 WIRE CONNECTIONS AND DEVICES

- A. Connectors for wire sizes up to and including No. 6 AWG shall be "Scotchlock" as manufactured by Minnesota Mining and Manufacturing or equal.
- B. Exposed joints shall be covered with Minnesota Mining and Manufacturing Co., "Scotchfil" roll form insulation putty and "Scotch" No. 88 electrical tape or equal. Tape shall be 150 percent of insulation value of the conductor insulation.

2.3 FLOOR AND OUTLET BOXES

- A. Boxes shall be sizes and types to accommodate:
 - 1. Structural conditions.
 - 2. Sizes and number of raceways and conductors or cables entering.
 - 3. Device or fixture for which required.
- B. No through-the-wall boxes or boxes installed back to back will be approved.

2.4 SWITCHES, RECEPTACLES AND COVERPLATES

- A. Furnish and install all wall switches and wall receptacles where called for on the drawings. The devices shall be specification grade of the types and ratings as called for. Devices shall be as manufactured by Hubbell, Pass & Seymore, or Arrow-Hart.
- B. All devices furnished shall be of the same manufacturer except as noted. GFCI Grounded type receptacles shall be used throughout the well field. Use weatherproof covers for all receptacles.
- C. Switches shall be specification grade, quiet operating type rated at 20 amperes.
- D. Receptacles shall be specification grade, 3 wire grounded type rated at 20 amperes. Receptacles shall be mounted with "U" ground at top. GFCI receptacles shall be installed at locations required or indicated on drawings.
- E. All coverplates shall be stainless steel except outdoor weatherproof covers shall be "suitable for wet locations while in use" by Tay Mac or equal.

2.5 DISCONNECTS

- A. Furnish and install disconnect switches, fused or unfused as called for or as required by N.E.C.

- B. Switches shall be heavy duty type with quick-make, quick-break operating mechanism which shall be independent of the cover, visible blades when switch is in the open position and interlocking cover. Switches shall be suitable for use as service equipment.
- C. In general, switches shall be mounted in NEMA Type 1 enclosures. Switches exposed to the weather or other wet areas shall be mounted in NEMA 3R RAINPROOF OR NEMA 4X enclosures.
- D. Switches shall be as manufactured by General Electric, Square "D", Siemens or Cutler Hammer.

2.6 FUSES

- A. Furnish and install dual-element indicator fuses in all fused switches unless otherwise indicated. Fuses shall be as manufactured by Bussman, Gould Shawmut, Littlefuse or equal.
- B. Fuses for motors shall be sized for the running current; fuses of other purposes shall be sized for the capacity of the conductors they protect.
- C. In general, fuse types shall be similar to the following:
 - 1. 0 to 600 Amp for 250 Volt Fustron FRN
 - 2. 0 to 600 Amp for 600 Volt Fustron FRS

2.7 LOW-VOLTAGE PANELBOARDS

- A. Furnish and install factory-finished, dead-front assemblies of individually removable circuit breakers, NEMA Standard copper busses, surface/flush mounted NEMA 1 steel cabinet, with hinged door. Panelboards shall be UL listed and shop tested in accordance with NEMA standards.
- B. 120/240 Volt, 1-Phase
 - 1. Circuit breakers shall be UL listed for minimum 10,000 Amp interrupting rating with visible trip indicator and quick make/break toggle mechanisms.
 - 2. Panelboard and breakers shall be Square D type mini-power zone unit or equal approved by Engineer.
- C. 277/480 Volt, 3-Phase
 - 1. Circuit breakers shall be UL tested for minimum 35,000 amp interrupting rating. Panelboard shall be Square D type "QO" service entrance rated or Engineer approved equal.

2.8 GROUNDING

- A. Furnish and install grounding as required.
- B. Ground rods shall be copper clad and a minimum 3/4" diameter by 10' long as manufactured by Copperweld.

- C. Ground connectors shall be Burndy compression or bolted type where accessible and Cadweld exothermic type where inaccessible.
- D. Ground conductor shall be stranded copper #4 minimum or as required by NEC if larger.

2.9 CONDUIT

- A. Unless otherwise specified, all conduit shall be rigid galvanized steel conforming to UL-6 specification.
- B. All flexible steel conduit shall be liquid-tight per NEC.
- C. Minimum conduit size shall be 3/4".
- D. All PVC conduit shall be minimum schedule 40 unless otherwise indicated. Schedule 80 shall be required for all exposed applications unless otherwise indicated on the drawings. Conduit shall be high impact type with integral bells.
- E. Conduit fittings shall be designed for use with the type of conduit in use.
- F. Underground conduits installed by directional boring for short lengths up to 500' with conduit pull back shall be Carlon-Bore-Gard.
- G. High Density Polyethylene (HDP) may be installed for long length directional bores at connection points to PVC steel and HDP to HDP mechanical watertight connectors specifically designed and recommended by the manufacturer for the application shall be installed.

2.10 LIGHT FIXTURES

- A. All lighting fixtures shall be of the size and type designated in the "Light Fixture Schedule" on the drawings. Flush mounted lighting fixtures shall include all mounting accessories required for complete installation in the ceiling system involved.

2.11 SURGE PROTECTIVE DEVICES (SPD)

- A. All panels indicated shall have SPD as manufactured by Advanced Protection Technologies, Inc. (APT), Square D, or Architect/Engineer approved equal. The SPD shall be modular and have a rating of 160 KA/phase for L-N and N-G and provide surge suppression paths for L-N, L-L, L-G, and N-G. The enclosure shall be NEMA 1 for indoor installations and NEMA 4X for outdoor installations. The SPD shall be APT Type TE-XGA or equal and shall have visual indication of reduction of surge capacity or loss of protection. The rating of the SPD shall be as required for the electrical system connection configuration and voltage.

PART 3 - EXECUTION

3.1 COORDINATION

- A. This contractor shall coordinate his work with the work and equipment of others, including General, Plumbing and Heating in order to determine the height of equipment. This includes

motors, fans, heating elements, duplex outlets and special outlets above base cabinets, and all other built-in equipment. Check with Architect/Engineer superintendent.

3.2 WIRING

A. Identification of Conductors:

1. All branch circuits shall be left tagged in the panelboards, in all gutters, and in all junction boxes where unused circuits terminate for the purpose of identifying the various circuits.
2. Feeders and mains shall be tagged in the main distribution panelboard.
3. The method of tagging shall be with adhesive type of marker. Tags shall be applied after wire is installed in conduit.
4. Where it is impractical to use printed markers on certain wires or cables, use blank type with identification marked thereon in indelible pencil.

B. Conductors in vertical conduit runs shall be supported with split wedge type fittings which clamp each conductor and automatically tighten under the weight of the conductors at intervals per NEC.

C. All wiring shall be installed in conduit unless indicated or specified otherwise.

D. Install #12 galvanized steel pull wire or 200 lb. test hand line in all empty conduits.

E. Underground conduits or conduits carrying fiber optic cable shall have the metallic pull wire installed.

F. Single phase loads shall be balanced throughout the system.

G. Pull all conductors into raceway at same time.

H. No mixing of wire/cable types shall be permitted in the same raceway.

I. AC wire/cable raceways shall be separated from DC signal and communication cable raceways with a minimum separation of 18 inches.

J. Use suitable wire pulling lubricant for wire and cable where necessary.

K. Protect exposed cable from damage.

L. Neatly train and lace wiring inside boxes, equipment, and panelboards.

M. Clean conductor surfaces before installing connectors.

N. Instrumentation cables and VFD cables shall not be spliced.

O. Make connections and terminations to carry full ampacity of conductors with no perceptible temperature rise.

P. Instrument cable shields shall be connected to ground at one end only, typically at the controller not at the transmitter/transducer.

3.3 CONNECTIONS

- A. Splices shall only be made in outlet boxes, panel gutters, junction boxes, or other boxes suitable for the purpose.

3.4 WIRING DEVICES

- A. This Contractor shall furnish and install all local switches, convenience receptacles, special purpose outlets, etc., as shown on the drawings, specified or required. This contractor shall furnish and install all backboxes, etc. as required.
- B. All wiring devices shall be mounted flush and at the heights herein specified or indicated on the drawings and all devices of the same type throughout the facility shall be of the same manufacturer.
- C. Outlet locations as indicated shall be considered diagrammatic and approximate only. When interferences occur the outlet shall be located so as to avoid said interference without additional cost.

3.5 CONVENIENCE RECEPTACLES

- A. Receptacles shall be mounted vertically, and shall be installed sixteen inches (16") above floor and properly set in block courses, unless otherwise noted.
- B. Where located at bench, counter, radiator or lavatory locations, receptacles shall be mounted six inches (6") above top of unit. Outlets located adjacent to lavatories in Toilet Rooms shall be Ground Fault interrupter type receptacles and shall be mounted 42" above floor.
- C. Where receptacles are served by an individual branch circuit, its ampacity rating shall match that of the branch circuit (i.e. 20 ampere device on a 20 ampere circuit).

3.6 LOCAL SWITCHES

- A. Switches, in general, shall be located at four feet (4'0") above the floor. Where more than one switch is shown at an outlet, switches shall be set under a gang plate in an order appropriate to the outlet locations.

3.7 GROUNDING

- A. Ground resistance of made grounds shall be tested by the contractor and shall not exceed 5 ohms. Contractor shall add additional ground rods as required to bring resistance down to required level. Ground Enhancement Material (GEM) as manufactured by ERICO Products may be used to achieve ground resistance requirements.

3.8 RACEWAY

- A. Unless otherwise indicated on the plans or specifically noted herein, all raceways shall be rigid galvanized steel. All raceways shall be run concealed in finished areas and wherever practicable in unfinished spaces. Complete raceway installation before starting conductor installation.

- B. Install raceways level, square, and at proper elevations, allowing adequate headroom. Raceways shall run parallel to the building foundation construction in the area of the run. Conduit runs in or below slab may be routed as direct as possible but conduit crossings shall be kept to an absolute minimum. Large conduits, feeders, major system raceways, etc., where routed below the slab shall be routed in straight lines with proper spacing between conduits. Maintain minimum of 2 inches of concrete cover over all "in slab" conduits. Conduits larger than one inch (1") trade diameter shall not be cast within slabs or floors. Protect stub-ups from damage during construction. Use temporary closures to prevent foreign matter from entering raceway. Actual routing of raceways shall be determined by the Contractor, routings indicated on drawings are for clarity only.
- C. Keep raceways at least 6 inches away from parallel runs of flues, steam and hot water piping. Where crossing within 6 inches, install horizontal raceway runs above water and insulated steam piping.
- D. All raceways shall be sized in accordance with the latest edition of the NEC but in no case shall raceways be smaller than indicated on the plans. Contractor shall install larger raceways than indicated and pull boxes where necessary (and approved by the Engineer) due to length of continuous runs or number of bends.
- E. Conduit supports shall be in accordance with the NEC using conduit clamps approved for the use and location. Conduit clamps shall be galvanized malleable clamps with galvanized bolt. Expansion bolts shall be of the galvanized lead wedge type firmly set. One-hole, steel straps shall be used to fasten raceways on flat surfaces; two-hole straps shall be used for uneven surfaces or where raceways are mounted to auxiliary steel.
- F. No conduit shall rest on or be supported from acoustical tile ceilings or ceiling tie wires.
- G. Openings around conduits shall be sealed where entering refrigerated spaces or "air handling chambers" or where passing thru floors.
- H. Bends or offsets shall be made using standard conduit ells; field bends may be made with an approved bender for the raceway system used.
- I. Swab conduits to clean moisture, dirt, and grease before pulling conductors.
- J. Underground raceways shall be cleaned by use of properly sized mandrels and swabs.
- K. Installers of PVC coated galvanized steel conduit must be certified by the manufacturer and provided a certified installer card. All manufacturer's instructions shall be followed during installation.

3.9 SPD

- A. Where SPD is indicated on drawings, it shall be connected to panel with close nipple and wire length kept as short as possible. Wire shall be sized for current rating of fuses.
- B. The Contractor shall verify the voltage and connections by measurement and with the utility proper to ordering and energizing the SPD.
- C. Contractor shall be responsible for replacement of the SPD if incorrectly rated or damaged.

END OF SECTION 26 0515

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SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.
 - 3. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agencies field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. Operation and Maintenance Data shall include the following:

- a. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1) Test wells.
 - 2) Ground rods.
 - 3) Ground rings.
 - 4) Grounding arrangements and connections for separately derived systems.
- b. Instructions for periodic testing and inspection of grounding features at ground rings based on NETA.
 - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - 2) Include recommended testing intervals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Advanced Lightning Technology, Ltd.
 - 2. Burndy; Part of Hubbell Electrical Systems.
 - 3. Dossert; AFL Telecommunications LLC.
 - 4. ERICO International Corporation.
 - 5. Fushi Copperweld Inc.
 - 6. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 7. Harger Lightning & Grounding.
 - 8. ILSCO.
 - 9. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 10. Robbins Lightning, Inc.
 - 11. SIEMENS Industry, Inc.; Energy Management Division.
 - 12. Thomas & Betts Corporation; A Member of the ABB Group.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.
- D. "Equipment grounding" conductors shall be building wire, copper conductors with 600 volt green insulation.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- K. Lay-in Lug Connector: Mechanical type, aluminum terminal with set screw.

- L. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- M. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- N. Straps: Solid copper, cast-bronze clamp. Rated for 600 A.
- O. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- P. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- Q. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with stainless-steel bolts.
 - a. Material: Tin-plated aluminum.
 - b. Listed for direct burial.
 - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.5 GROUNDING ELECTRODES

- A. Ground Rods "UL Listed": Copper-clad steel; 3/4 inch by 10 feet.
- B. Chemical-Enhanced Grounding Electrodes: Copper tube, straight or L-shaped, charged with nonhazardous electrolytic chemical salts.
 - 1. Termination: Factory-attached No. 4/0 AWG bare conductor at least 48 inches long.
 - 2. Backfill Material: Electrode manufacturer's recommended material.
- C. Ground Plates: 1/4 inch thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- E. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, nonshrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.5 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
 - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
 - 9. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- G. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- H. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare, tinned copper, not less than No. 8 AWG.
 - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
 - 3. Barbed Wire: Strands shall be bonded to the grounding conductor.

3.6 FENCE GROUNDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet except as follows:

1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
 - a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except at openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
- C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2 unless otherwise indicated.
- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.
- E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- F. Bonding to Lightning-Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning-protection down conductor or lightning-protection grounding conductor, complying with NFPA 780.

3.7 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
 1. Size of grounding electrode conductors shall conform to the NEC, or larger, where noted with No. 4 as a minimum. Provide isolated ground or equipment grounding conductors, sized in accordance with NEC or larger where noted, for all branch circuits and feeders. These grounding conductors shall be installed in the raceway with the branch or feeder conductors. Equipment grounding conductors entering any box shall be bonded to that enclosure, by the use of UL listed grounding screws or lugs. If there are more than four ground wires entering a box, provide a ground assembly securely bonded to the enclosure.
 2. Metallic conduit system shall be electrically continuous throughout and be grounded at the service entrance equipment. All cable trays shall also be bonded and grounded to the building grounding system. Conduit connections to enclosure shall include locknuts cutting through paint on enclosures. Where reducing washers are used or where concentric or eccentric knockouts are not completely removed, bonding bushings shall be required. Conduits enclosing feeders No. 2 AWG or larger, shall be terminated with grounding type bushings.
 3. All cord connected appliance frames shall be grounded at the conduit system through a grounding conductor in the cord. Flexible connections to motors shall be jumpered with a green equipment grounding conductor. Provide a green bonding jumper between the outlet box and the receptacle grounding terminal on all flush mounted receptacles.
 4. Bond and ground all steel building structure, metal roof deck, metal siding roof equipment enclosure, and other exposed non-current carrying metal parts in accordance with all provisions of the NEC and O.B.B.C.

5. The secondary neutrals of all dry type, step down transformers shall be grounded to the metal structure or nearby water line with a conductor sized per the NEC.
 6. All conduits and raceways, regardless of type and material, shall include a separate insulated ground conductor, whether shown on the Drawings or not, sized no less than required by the NEC and by the Drawings if larger and connected to the ground grid. Each circuit grounding shall be dedicated for that circuit.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 2. Use exothermic welds for all below-grade connections.
 3. For grounding electrode system, install at least two rods spaced at least two-rod lengths from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches deep, with cover.
1. Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- F. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

- G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- I. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of generator.
 - 1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 - 2. Bury ground ring not less than 24 inches from generator's foundation.
- J. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; use a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.
 - 1. If concrete foundation is less than 20 feet long, coil excess conductor within base of foundation.
 - 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.
- K. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; using electrically conductive coated steel reinforcing bars or rods, at least 20 feet long. If reinforcing is in multiple pieces, connect together by the usual steel tie wires or exothermic welding to create the required length.
- L. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.8 SERVICE ENTRANCE AND SEPARATELY DERIVED SYSTEMS

- A. Provide a copper grounding conductor from the neutral bus at the service entrance or main disconnect enclosure to a ground electrode or grid outside the foundation wall as required by the NEC for grounding purposes.
- B. Ground rods at the building service entrance location shall be driven into undisturbed soil, at least three feet from the building foundation. Minimum of three rods shall be installed and bonded together with a grounding electrode conductor to form a grid. Ground rod spacing shall be at least 20 feet. Where rock prevents the ground rod installation, each rod may be replaced with 20 feet length of bare copper conductor, sized per NEC 250-66, laid horizontally at the deepest area of excavation outside the foundation wall adjacent to the service entrance.

- C. Extend a grounding electrode conductor to the nearest structural steel member of the building, and to the inlet side of the water meter setting or water service and provide a bonding jumper around the meter setting and all insulating unions. Connection to water pipes must be by means of a cast-bronze bus or iron ground clamp.
- D. Extend a separate ground conductor, No. 4 AWG for lengths up to 50 feet, from the ground electrode system to a grounding assembly with at least eight (8) screw terminals, mounted on the Telephone Service Entrance Backboard.
- E. Provide at least one (1) ground rod at each outdoor medium voltage pad-mounted transformer, located within the underground conductor window or with a copper grounding grid conductor extended thereto, to ground the primary cable shield, secondary neutral and transformer case.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections with the assistance of a factory-authorized service representative.
- E. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- F. Grounding system will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.
- H. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
 5. Substations and Pad-Mounted Equipment: 5 ohms.
 6. Manhole Grounds: 10 ohms.
- I. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel slotted support systems.
 - 2. Aluminum slotted support systems.
 - 3. Nonmetallic slotted support systems.
 - 4. Conduit and cable support devices.
 - 5. Support for conductors in vertical conduit.
 - 6. Structural steel for fabricated supports and restraints.
 - 7. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
 - 8. Fabricated metal equipment support assemblies.
- B. Related Requirements:
 - 1. None.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Slotted support systems, hardware, and accessories.
 - b. Clamps.
 - c. Hangers.
 - d. Sockets.
 - e. Eye nuts.
 - f. Fasteners.
 - g. Anchors.
 - h. Saddles.
 - i. Brackets.
 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
1. Hangers. Include product data for components.
 2. Slotted support systems.
 3. Equipment supports.
 4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
- C. Delegated-Design Submittal: For hangers and supports for electrical systems.
1. Include design calculations and details of hangers.
 2. Include design calculations for seismic restraints.

1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Suspended ceiling components.
 2. Ductwork, piping, fittings, and supports.
 3. Structural members to which hangers and supports will be attached.
 4. Size and location of initial access modules for acoustical tile.
 5. Items penetrating finished ceiling, including the following:
 - a. Luminaires.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.

1.7 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M.

2. AWS D1.2/D1.2M.

B. Comply with NFPA 70.

C. Components shall be listed and labeled by UL, ETL, CSA or approved third-party, nationally recognized testing agency that provides certification and follow-up services.

1.8 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design hanger and support system.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. ERICO International Corporation.
 - d. Flex-Strut Inc.
 - e. Gripple Inc.
 - f. GS Metals Corp.
 - g. G-Strut.
 - h. Haydon Corporation.
 - i. Metal Ties Innovation.
 - j. Thomas & Betts Corporation; A Member of the ABB Group.
 - k. Unistrut; Part of Atkore International.
 - l. Wesanco, Inc.
2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.

3. Material for Channel, Fittings, and Accessories: Galvanized steel or Stainless steel, Type 304, or Stainless steel, Type 316.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Aluminum Slotted Support Systems: Extruded-aluminum channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c. in at least one surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cooper Industries, Inc.
 - b. Flex-Strut Inc.
 - c. Haydon Corporation
 - d. MKT Metal Manufacturing
 - e. Thomas & Betts Corporation
 - f. Unistrut; Part of Atkore International
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Channel Material: 6063-T5 aluminum alloy.
 4. Fittings and Accessories Material: 5052-H32 aluminum alloy.
 5. Channel Width: Selected for applicable load criteria.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c., in at least one surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. Fabco Plastics Wholesale Limited.
 - d. G-Strut.
 - e. Haydon Corporation.
 - f. Seasafe, Inc.; AMICO, a Gibraltar Industries Company.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Channel Width: Selected for applicable load criteria.
 4. Fittings and Accessories: Products provided by channel and angle manufacturer and designed for use with those items.
 5. Fitting and Accessory Materials: Same as those for channels and angles, except metal items may be stainless steel.
 6. Rated Strength: Selected to suit applicable load criteria.

7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- D. Conduit and Cable Support Devices: Steel or stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) B-line, an Eaton business.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All steel springhead type.
 7. Hanger Rods: Threaded steel.

2.3 COATINGS

- A. Supports, associated hardware and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion resistance, using approved alternative coatings, finishes or inherent material characteristics.
- B. Products used outdoors shall be hot-dipped galvanized or stainless steel. Products in corrosive chemical treatment, storage or mixing areas shall be epoxy coated galvanized steel or stainless steel.

2.4 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.
 - 1. Shop or field fabricated supports may be assembled from U-channel system components.
 - 2. Steel brackets shall be fabricated from angles, channels and other standard structural shapes. Connect with welds and machine bolts to form a rigid structure.
 - 3. Supports shall be fabricated in a neat and workmanlike manner.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA 101
 - 3. NECA 102.
 - 4. NECA 105.
 - 5. NECA 111.
- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts; Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69; and Spring-tension clamps.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.
- F. Install supporting devices to fasten electrical components securely and permanently. Coordinate with the building structural system and with the work of other trades. Metal roof deck shall NOT be used for the support of any item.
- G. Strength of each support shall be adequate to carry present and known future dead loads, multiplied by a safety factor of 3, but no less than 100 pounds for device boxes and small items, and no less than 200 pounds for raceway supports and larger items.
- H. Provide racks assembled from support channels where wall mounted equipment must be installed free-standing; support such with floor stands bolted to floor and knee-braced in two different planes to walls or overhead structural members. Leave adequate aisle space and headroom about free-standing equipment racks.

- I. Ensure that fasteners, hardware, connectors and accessories are not loaded to more than 25 percent of the proof test load. Use vibration and shock resistant fasteners to attach to concrete slabs.
- J. Touch-up any support finish that is scratched, cut or otherwise damaged or degraded during installation, to restore the full corrosion resistance of the original product.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: 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 minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Division 9 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 0529

SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.
- B. Related Requirements:
 - 1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.
- D. EMT: Electrical metallic tubing.
- E. ENT: Electrical nonmetallic tubing.
- F. EPDM: Ethylene-propylene-diene terpolymer rubber.
- G. FMC: Flexible metal conduit.
- H. LFMC: Liquidtight flexible metal conduit.
- I. LFNC: Liquidtight flexible nonmetallic conduit.
- J. NBR: Acrylonitrile-butadiene rubber.

- K. RNC: Rigid nonmetallic conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.
- C. Source quality-control reports.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.
- C. Comply with the applicable requirements of UL standards 50, 514-series and 866 pertaining to boxes and fittings.
- D. Comply with NEMA standard publications 051, 052, and 250 pertaining to outlet and devices boxes, covers, and box supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alfex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.

7. Maverick Tube Corporation.
8. O-Z Gedney; a unit of General Signal.
9. Wheatland Tube Company.

B. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. Anamet Electrical, Inc.
 - d. Calconduit.
 - e. Electri-Flex Company.
 - f. FSR Inc.
 - g. Korkap.
 - h. NEC, Inc.
 - i. Opti-Com Manufacturing Network, Inc (OMNI).
 - j. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - k. Patriot Aluminum Products, LLC.
 - l. Perma-Cote.
 - m. Picoma Industries, Inc.
 - n. Plasti-Bond.
 - o. Republic Conduit.
 - p. Southwire Company.
 - q. Thomas & Betts Corporation; A Member of the ABB Group.
 - r. Topaz Electric; a division of Topaz Lighting Corp.
 - s. Western Tube and Conduit Corporation.
 - t. Wheatland Tube Company.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. GRC: Comply with ANSI C80.1 and UL 6.
4. ARC: Comply with ANSI C80.5 and UL 6A.
5. IMC: Comply with ANSI C80.6 and UL 1242.
6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch, minimum.
7. EMT: Comply with ANSI C80.3 and UL 797.
8. FMC: Comply with UL 1; zinc-coated steel.
9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

C. Rigid Steel Conduit: ANSI C80.1.

1. Rigid galvanized steel (RGS) conduit shall be standard weight, schedule 40, hot-dipped galvanized, rigid steel, complete with threaded couplings, in trade sizes 3/4 inch thru 6 inch diameter.
2. PVC coated RGS conduit shall be completely encapsulated RGS conduit providing total protection against corrosion. A minimum thickness of 40 mil. PVC exterior coating shall be permanently fused to the RGS conduit. A urethane or polyurethane interior coating shall be applied at a nominal 2 mil. thickness to the interior of the conduit and over the threads. Conduit fittings shall be similarly covered and lined and by the same manufacturer as the conduit. All supports and clamps shall be corrosion resistant. All conduit joints shall be sealed per manufacturer's recommendations.

3. Intermediate Metal Conduit (IMC) shall be medium weight, hot-dipped galvanized, steel, complete with threaded or integral slip-ring fittings, in trade sizes 2 inch thru 4 inch.
- D. Aluminum Rigid Conduit:
- E. EMT: ANSI C80.3.
1. Electrical Metallic Tubing (EMT/thin wall conduit) shall be per ANSI C80.3, corrosion resistant, concrete tight, in trade sizes ½ inch thru 2 inch diameter, complete with threadless compression or set screw type steel couplings and connectors. No die cast metal fittings will be permitted.
- F. FMC: Zinc-coated steel.
1. Flexible metal conduit shall be zinc coated steel, single strip type, complete with approved steel fittings, in trade sizes ½ inch thru 4 inch. No die cast metal fittings will be permitted. Only permitted for fixture wiring above grid ceiling in lengths not to exceed 6'-0".
- G. LFMC: Flexible steel conduit with PVC jacket.
1. Liquidtight flexible metal conduit shall be as specified above, but complete with neoprene jacket, and approved compression fittings. Permitted for connection to motors and equipment.
- H. Fittings for Conduit (Including all Types and Flexible and Liquidtight) and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
1. Fittings for EMT: Steel compression type for outdoor and steel set-screw type for indoor.
 2. Conduit bodies for metal conduit shall be cast, malleable iron products, with threaded hubs, and matching screw covers. Where located outdoors or subject to dampness, covers shall be gasketed.
 3. Conduit bodies for non-metallic conduit shall be of similar material by same vendor.
- I. Joint Compound for Rigid Steel Conduit: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.
- J. Metal Fittings:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. Anamet Electrical, Inc.
 - d. Calconduit.
 - e. Electri-Flex Company.
 - f. FSR Inc.
 - g. Korkap.
 - h. NEC, Inc.
 - i. NewBasis.
 - j. Opti-Com Manufacturing Network, Inc (OMNI).

- k. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - l. Patriot Aluminum Products, LLC.
 - m. Perma-Cote.
 - n. Picoma Industries, Inc.
 - o. Plasti-Bond.
 - p. Republic Conduit.
 - q. Southwire Company.
 - r. Thomas & Betts Corporation; A Member of the ABB Group.
 - s. Topaz Electric; a division of Topaz Lighting Corp.
 - t. Western Tube and Conduit Corporation.
 - u. Wheatland Tube Company.
 - 2. Comply with NEMA FB 1 and UL 514B.
 - 3. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 4. Fittings, General: Listed and labeled for type of conduit, location, and use.
 - 5. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 - 6. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: compression.
 - 7. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 8. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- K. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Anamet Electrical, Inc.
 - c. Arnco Corporation.
 - d. CANTEX INC.
 - e. CertainTeed Corporation.
 - f. Champion Fiberglass, Inc.
 - g. Condux International, Inc.
 - h. Electri-Flex Company.
 - i. FRE Composites.
 - j. Kraloy.
 - k. Lamson & Sessions.
 - l. Niedax Inc.
 - m. RACO; Hubbell.
 - n. Thomas & Betts Corporation; A Member of the ABB Group.

2. Listing and Labeling: Nonmetallic conduit shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fiberglass:
 - a. Comply with NEMA TC 14.
 - b. Comply with UL 2515 for aboveground raceways.
 - c. Comply with UL 2420 for belowground raceways.
4. ENT: Comply with NEMA TC 13 and UL 1653 (Not Allowed)
5. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
6. LFNC: Comply with UL 1660. (Not Allowed)
7. Rigid HDPE: Comply with UL 651A.
8. Continuous HDPE: Comply with UL 651A.
9. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
10. RTRC: Comply with UL 2515A and NEMA TC 14.
11. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

B. Nonmetallic Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Anamet Electrical, Inc.
 - c. Arnco Corporation.
 - d. CANTEX INC.
 - e. CertainTeed Corporation.
 - f. Champion Fiberglass, Inc.
 - g. Condux International, Inc.
 - h. Electri-Flex Company.
 - i. FRE Composites.
 - j. Kraloy.
 - k. Lamson & Sessions.
 - l. Niedax Inc.
 - m. RACO; Hubbell.
 - n. Thomas & Betts Corporation; A Member of the ABB Group.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Fittings for ENT (not allowed) and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
 - a. Fittings for LFNC: Comply with UL 514B (Not Allowed)
4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. B-line, an Eaton business.
 2. Hoffman; a brand of Pentair Equipment Protection.
 3. MonoSystems, Inc.
 4. Square D.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 4 unless otherwise indicated, and sized according to NFPA 70.
1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Allied Moulded Products, Inc.
 2. Hoffman; a brand of Pentair Equipment Protection.
 3. Lamson & Sessions.
 4. Niedax Inc.
- B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.
- D. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.
- E. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.
- F. Solvents and Adhesives: As recommended by conduit manufacturer.

2.5 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hubbell Incorporated; Wiring Device-Kellems.
 - b. MonoSystems, Inc.
 - c. Panduit Corp.
 - d. Wiremold / Legrand.
- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hubbell Incorporated.
 - b. MonoSystems, Inc.
 - c. Panduit Corp.
 - d. Wiremold / Legrand.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Adalet.
 - 2. Crouse-Hinds, an Eaton business.
 - 3. EGS/Appleton Electric.
 - 4. Erickson Electrical Equipment Company.
 - 5. FSR Inc.
 - 6. Hoffman; a brand of Pentair Equipment Protection.
 - 7. Hubbell Incorporated.
 - 8. Hubbell Incorporated; Wiring Device-Kellems.
 - 9. Kraloy.
 - 10. Milbank Manufacturing Co.
 - 11. MonoSystems, Inc.
 - 12. Oldcastle Enclosure Solutions.
 - 13. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 14. Plasti-Bond.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- K. Gangable boxes are allowed.
- L. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 or Type 4 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- M. Cabinets:
 - 1. NEMA 250, Type 1 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 7. Indoor cabinets shall be rated NEMA 1, with galvanized tub, removable interior steel panel, removable front trim with hinged front cover, flush latch and concealed hinge. Cabinets in dusty or dirty environments shall be rated NEMA 12/13, complete with gasketed hinged door and latch. Provide metal barriers to separate terminations of different wiring systems and voltages. Provide accessory feet where cabinets are free-standing.
 - 8. Outdoor cabinets shall be rated NEMA 4X, with stainless steel construction, removable interior steel panel, gasketed piano hinged door, lockable latch, stainless steel hardware and external mounting straps.

2.7 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. NewBasis.
 - c. Oldcastle Enclosure Solutions.
 - d. Oldcastle Precast, Inc.
 - e. Quazite: Hubbell Power Systems, Inc.
 2. Standard: Comply with SCTE 77.
 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 6. Cover Legend: Molded lettering, "ELECTRIC."
 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 8. Handholes 12 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.
- C. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with frame and covers of fiberglass.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. NewBasis.
 - c. Nordic Fiberglass, Inc.
 - d. Oldcastle Enclosure Solutions.
 - e. Oldcastle Enclosure Solutions.
 - f. Oldcastle Precast, Inc.
 - g. Quazite: Hubbell Power Systems, Inc.
 2. Standard: Comply with SCTE 77.
 3. Color of Frame and Cover: Gray.
 4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 7. Cover Legend: Molded lettering, "ELECTRIC."
 8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 9. Handholes 12 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.8 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.
2. Concealed Conduit, Aboveground: GRC.
3. Underground Conduit: RNC, Type EPC-40-PVC or Type EPC-80-PVC.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
6. Handholes and Pull Boxes in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 structural load rating.
7. Handholes and Pull Boxes in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer-concrete units SCTE 77, Tier 8 structural load rating.
8. Handholes and Pull Boxes Subject to Light-Duty Pedestrian Traffic Only: Polymer-concrete units, SCTE 77, Tier 8 structural load rating.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: (Above 10' AFF) EMT.
2. Exposed, Not Subject to Severe Physical Damage: (Above 10' AFF) EMT.
3. Exposed and Subject to Severe Physical Damage: (Above 10' AFT) GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - d. Gymnasiums.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use cast-metal fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Complete raceway installation before starting conductor installation.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.

- L. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from ENT to GRC before rising above floor.
- M. Stub-Ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- R. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- S. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- T. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- U. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- V. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

- W. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- X. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Conduit extending from interior to exterior of building.
 - 4. Conduit extending into pressurized duct and equipment.
 - 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 - 6. Where otherwise required by NFPA 70.
- Y. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- Z. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change. Formula in first subparagraph below provides about 15 percent safety factor (extra expansion-contraction capability).
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits crossbuilding or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- AA. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

- BB. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- CC. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- DD. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- EE. Locate boxes so that cover or plate will not span different building finishes.
- FF. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- GG. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 0544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at any penetrations of fire-rated floor and wall assemblies. Comply with requirements in NPFA 70.

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

3.8 THREADED METAL CONDUIT

- A. All conduit threads shall be cleanly cut with not less than five (5) full threads provided at any conduit ends. Conduit ends shall be reamed smooth and drawn up tight with standard couplings with field-cut threads coated with asphaltum, Z.R.C. cold galvanizing spray or other rust-inhibiting material immediately AFTER being tightly coupled together.
- B. Bends or offsets shall be made using standard conduit ells; field bends may be made with an approved hickey or bender or hub-type conduit fittings. The use of running thread either exposed or concealed is prohibited. Use three piece or "Erickson" couplings only where required.

- C. Exposed conduits rising from floor to surface panels or boxes shall be provided with a 3" high concrete curb encasing the conduits at the floor line.
- D. PVC coated RGS conduit shall have all jacket damage repaired with PVC sealant per manufacturer's recommendations. All reducing fittings shall be installed horizontally or downward and totally covered with PVC sealant.

3.9 ELECTRICAL NON-METALLIC TUBING (ENT)

- A. Electrical Non-metallic Tubing shall be installed per NEC 331 and may be installed in the following locations only:
 - 1. Concealed in walls, floors, and ceilings.
 - 2. Encased in poured concrete slab on grade where ENT is placed on sand or approved screenings and fittings are identified for this purpose.

3.10 NON-METALLIC CONDUIT

- A. Non-metallic conduit shall be installed with factory fittings and elbows for raceways 2 inch diameter and larger. In smaller sizes, raceway bends, offsets, etc., shall be field formed using approved heating tools and procedures. Where routed in underground ductbanks, conduits shall be separated and supported with approved spacers to provide not less than two inch (2") separation the entire length of the raceway.
- B. Non-metallic conduit may be used for "in slab" or "under slab" wiring within the building at the Contractors option. Such PVC raceways shall be continuous, outlet to outlet with no exposed lengths. At exposed stub-ups or connections to surface mounted equipment, where subject to physical damage, transition to RGS within or below the slab.
- C. A separate green-colored ground conductor, sized per NEC or larger as noted on the plans, shall be installed in each non-metallic raceway.
- D. Utilize non-metallic conduit for protection of individual grounding and bonding conductors, except in air handling plenums.
- E. Inside the chlorine room only, exposed PVC raceways may be installed, but shall be supported on three feet centers and shall be complete with similar PVC boxes, conduit bodies, connectors, non-metallic flexible conduit, and gasketed PVC box covers and cover plates for a complete non-metallic raceway system.

3.11 FLEXIBLE CONDUIT

- A. Flexible metallic conduit shall only be used for all fixed (hard) wiring connections from equipment connection boxes to recessed lighting fixtures. Flexible conduit in lengths exceeding six feet will not be permitted under any condition.
- B. Where subject to water, dampness or oily environments, use liquidtite, neoprene jacketed conduit. This shall include all pump motor connections, kitchen/laboratory area equipment connections, and boiler and water heater connections.

3.12 FITTINGS

- A. All threaded raceways shall be secured at box entrances with double locknuts and bushings. All bushings on conduits one and one half inch (1 ½") diameter and larger shall be insulating bushings. Insulation and/or grounding type bushings shall be installed on all conduits where required by NEC or specifically noted.
- B. All conduits stubbed at backboards, cable trays, plenums, attics, etc., for conversion to "open wiring" methods, shall be complete with insulating bushings. Where conduits are not connected to metallic enclosures, grounding bushings or other approved accessories shall be utilized to assure raceway bonding. Short vertical conduit sleeves from communications or alarm system outlets to ceiling plenum or attic spaces need not be bonded or grounded.
- C. All conduits, where crossing building expansion joints or greater than 200 feet in continuous length, shall be provided with properly bonded expansion fittings, similar to O.Z. Mfg. Co. Type AX, weatherproof.
- D. At exterior enclosures or where subject to occasional water (splashing, washdown, etc.) provide watertight conduit hubs, Meyers or equal, for all conduit entrances. Locate such entrances in the bottom of exterior enclosures wherever possible, or in the sides otherwise.
- E. Provide raceway sealing fittings in accessible and suitable locations, and fill with UL-listed sealing compounds. Raceways seals shall be installed where required by the NEC.

3.13 SURFACE METAL RACEWAYS AND WIREWAYS

- A. NEMA 1 wireways may be installed in unfinished areas or above accessible ceilings. Where exposed to dampness, oil, or similar but non-corrosive environments, wireways shall be NEMA 12/13 rated. All installation and wire fill shall be in accordance with NEC Article 376. Wall mounted wireways shall be supported on five feet centers. Suspended wireways shall be provided with hangers to accommodate opening of the covers. Contiguous suspended ten feet lengths of wireway may be supported on eight feet centers, with additional supports at elbows, tees, crosses and changes in elevation or direction.
- B. All surface metal raceways shall be mounted to clear counter tops, door trim, obstructions, etc., and shall be installed true and level and as inconspicuously as possible. Single channel raceways shall be supported on five feet centers. Dual compartment raceways shall be supported on three feet centers. All installation and wire fill shall be in accordance with NEC Article 386.
- C. In new construction and fully renovated spaces, surface metal raceways are acceptable only where specifically approved by the Engineer or shown on the plans.

3.14 BOX INSTALLATION

- A. Provide a box for each fixture (or contiguous fixture row), switch, receptacle, junction or equipment connection outlet unless specifically noted otherwise.
- B. Outlet locations indicated on the plans shall be considered diagrammatic and approximate only. Final locations shall be coordinated with other trades and building architecture before installation. Coordinate with masonry coursing, tile joints, chair rails, counters, door trim, etc., for a neat, workmanlike installation. Wall mounted outlets at architectural components or features shall be centered on the mirror, door, column, window, etc. Refer to door swings

shown on the architectural plans for locations of local switches. In the case of a discrepancy, the architectural plans shall govern. When interferences occur, the outlet shall be located so as to avoid said interference without additional cost. The Associate reserves the right to move any outlet six feet from the scaled location on the drawing, prior to its rough-in, without additional cost.

- C. Lighting fixture boxes shall be installed so that each fixture or fixture row is fed through a separate raceway. Fixtures installed in walls or ceilings shall be located to present properly coordinated and neat appearances. Locate boxes so that when fixtures are installed, they will be symmetrically located according to room layout and will not interfere with other work or equipment.
- D. All boxes shall be rigidly supported or fastened to the building structure. Boxes shall NOT be supported from tie wires or other piping system supports. Provide structural steel or other approved auxiliary supports as needed.
- E. Boxes feeding recessed fixtures in inaccessible ceilings shall be located one foot away from fixture, and shall be accessible through the fixture opening. All boxes upon which lighting fixtures are to be installed, shall be equipped with $\frac{3}{8}$ inch fixture studs. Ceiling lighting outlets shall be located symmetrically between walls, beams, ceiling breaks, etc. Refer to the reflected ceiling plan for the exact location of fixtures in grid-type ceilings.
- F. Do not install boxes "back-to-back". No "tangle boxes" shall be used without the express consent of the Engineer.
- G. Where combustible wall covering, carpet, etc. is installed, provide non-combustible box extensions.
- H. Unless otherwise noted on the plans, install device boxes at the following heights, above the finished floor to the bottom. In exposed masonry walls, adjust to the next higher block course, as required to put the top or bottom of the box on a grout line.
 - 1. Receptacle boxes: 16 inches
 - 2. Local switch boxes: 44 inches
 - 3. Motor control stations 44 inches
- I. Where located at a bench, counter, radiator or lavatory location, device boxes shall be mounted 6 inches above top of unit.

3.15 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. If conduits do not enter enclosure through open bottom, field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool

designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

END OF SECTION 26 0533

SECTION 26 0543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings, including GRC and PVC-coated steel conduit.
2. Rigid nonmetallic duct.
3. Flexible nonmetallic duct.
4. Duct accessories.
5. Precast concrete handholes.
6. Polymer concrete handholes and boxes with polymer concrete cover.
7. Fiberglass handholes and boxes with polymer concrete cover.
8. Fiberglass handholes and boxes.
9. High density plastic boxes.
10. Precast manholes.
11. Utility structure accessories.

1.2 DEFINITIONS

- A. Direct Buried: Duct or a duct bank that is buried in the ground, without any additional casing materials such as concrete.
- B. Duct: A single duct or multiple ducts. Duct may be either installed singly or as component of a duct bank.
- C. Duct Bank:
1. Two or more ducts installed in parallel, with or without additional casing materials.
 2. Multiple duct banks.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
1. Precast or Factory-Fabricated Underground Utility Structures:
 - a. Include plans, elevations, sections, details, attachments to other work, and accessories.
 - b. Include duct entry provisions, including locations and duct sizes.
 - c. Include reinforcement details.
 - d. Include frame and cover design and manhole chimneys.
 - e. Include ladder details.
 - f. Include grounding details.
 - g. Include dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.

- h. Include joint details.

2. Factory-Fabricated Handholes and Boxes Other Than Precast Concrete:

- a. Include dimensioned plans, sections, and elevations, and fabrication and installation details.
- b. Include duct entry provisions, including locations and duct sizes.
- c. Include cover design.
- d. Include grounding details.
- e. Include dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

1.4 INFORMATIONAL SUBMITTALS

- A. Duct and Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures. Drawings shall be signed and sealed by a qualified professional engineer.
- B. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.
- C. Product Certificates: For concrete and steel used in precast concrete manholes and handholes, as required by ASTM C 858.
- D. Source quality-control reports.
- E. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND FITTINGS

- A. GRC: Comply with ANSI C80.1 and UL 6.
- B. Coated Steel Conduit: PVC-coated GRC.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- C. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.

2.2 RIGID NONMETALLIC DUCT

- A. Underground Plastic Utilities Duct: Type EPC-40-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.

- B. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.
- C. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 FLEXIBLE NONMETALLIC DUCTS

- A. HDPE Duct: Type EPEC-40 HDPE, complying with NEMA TC 7 and UL 651A.
- B. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.

2.4 DUCT ACCESSORIES

- A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used, and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.
- B. Underground-Line Warning Tape: Comply with requirements for underground-line warning tape specified in Section 26 0553 "Identification for Electrical Systems."

2.5 PRECAST CONCRETE HANDHOLES AND BOXES

- A. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.
- B. Comply with ASTM C 858 for design and manufacturing processes.
- C. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
- D. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
- E. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing bolts.
 - 1. Cover Hinges: Concealed, with hold-open ratchet assembly.
 - 2. Cover Handle: Recessed.
- F. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- G. Cover Legend: Molded lettering, "ELECTRIC."
- H. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- I. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.
 - 1. Extension shall provide increased depth of 12 inches (300 mm).
 - 2. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.

- J. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.
- K. Knockout Panels: Precast openings in walls, arranged to match dimensions and elevations of approaching duct, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.
- L. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.
- M. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 POLYMER CONCRETE HANDHOLES AND BOXES WITH POLYMER CONCRETE COVER

- A. Description: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.
- B. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
- C. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- D. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- E. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- F. Cover Legend: Molded lettering, "ELECTRIC."
- G. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.

2.7 FIBERGLASS HANDHOLES AND BOXES WITH POLYMER CONCRETE FRAME AND COVER

- A. Description: Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.
- B. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
- C. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- D. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- E. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

- F. Cover Legend: Molded lettering, "ELECTRIC."
- G. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.

2.8 FIBERGLASS HANDHOLES AND BOXES

- A. Description: Molded of fiberglass-reinforced polyester resin, with covers made of reinforced concrete.
- B. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
- C. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- D. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- E. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- F. Cover Legend: Molded lettering, "ELECTRIC."
- G. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
- H. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering duct for secure, fixed installation in enclosure wall.
- I. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) larger shall have factory-installed inserts for cable racks and pulling-in irons.

2.9 PRECAST MANHOLES

- A. Description: One-piece units and units with interlocking mating sections, complete with accessories, hardware, and features.
- B. Comply with ASTM C 858.
- C. Structural Design Loading: Comply with requirements in "Underground Enclosure Application" Article.
- D. Knockout Panels: Precast openings in walls, arranged to match dimensions and elevations of approaching duct, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.
- E. Duct Entrances in Manhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.
- F. Ground Rod Sleeve: Provide a 3-inch (75-mm) PVC sleeve in manhole floors 2 inches (50 mm) from the wall adjacent to, but not underneath, the duct entering the structure.

- G. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.

2.10 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.
- B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Tests of materials shall be performed by an independent testing agency.
 - 2. Strength tests of complete boxes and covers shall be by an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 - 3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.

3.2 UNDERGROUND DUCT APPLICATION

- A. Duct for Electrical Feeders 600 V and Less: RNC Type EPC-40-PVC, concrete-encased unless otherwise indicated.
- B. Duct for Electrical Feeders 600 V and Less: RNC Type EPC-40-PVC, direct-buried unless otherwise indicated.
- C. Duct for Electrical Branch Circuits: RNC Type EPC-40-PVC, direct-buried unless otherwise indicated.
- D. Bored Underground Duct: Type EPEC-40 HDPE unless otherwise indicated.
- E. Underground Ducts Crossing Paved Paths, Walks, Driveways, Roadways, and Railroads: RNC Type EPC-40 PVC, encased in reinforced concrete.

3.3 UNDERGROUND ENCLOSURE APPLICATION

A. Handholes and Boxes for 600 V and Less:

1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.
2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 or Fiberglass enclosures with polymer concrete frame and cover, SCTE 77, Tier 15. structural load rating.
3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer concrete units, SCTE 77, Tier 8 or Heavy-duty fiberglass units with polymer concrete frame and cover, SCTE 77, Tier 8 structural load rating.
4. Units Subject to Light-Duty Pedestrian Traffic Only: Fiberglass-reinforced polyester resin or High-density plastic, structurally tested according to SCTE 77 with 3000-lbf (13 345-N) vertical loading.
5. Cover design load shall not exceed the design load of the handhole or box.

B. Manholes: Precast concrete.

1. Units Located in Roadways and Other Deliberate Traffic Paths by Heavy or Medium Vehicles: H-20 structural load rating according to AASHTO HB 17.
2. Units Not Located in Deliberate Traffic Paths by Heavy or Medium Vehicles: H-10 load rating according to AASHTO HB 17.

3.4 EARTHWORK

- A. Excavation and Backfill: Comply with Section 31 2000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Replace area after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching.
- E. Cut and patch existing pavement in the path of underground duct, duct bank, and underground structures.

3.5 DUCT AND DUCT-BANK INSTALLATION

- A. Where indicated on Drawings, install duct, spacers, and accessories into the duct-bank configuration shown. Duct installation requirements in this Section also apply to duct bank.
- B. Install duct according to NEMA TCB 2.
- C. Slope: Pitch duct a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope duct from a high point between two manholes, to drain in both directions.

- D. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of **48 inches (1200 mm)**, both horizontally and vertically, at other locations unless otherwise indicated.
 - 1. Duct shall have maximum of two 90 degree bends or the total of all bends shall be no more 180 degrees between pull points.
- E. Joints: Use solvent-cemented joints in duct and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent duct do not lie in same plane.
- F. Installation Adjacent to High-Temperature Steam Lines: Where duct is installed parallel to underground steam lines, perform calculations showing the duct will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.
- G. End Bell Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately **10 inches (250 mm)** o.c. for **5-inch (125-mm)** duct, and vary proportionately for other duct sizes.
- H. Terminator Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use manufactured, cast-in-place duct terminators, with entrances into structure spaced approximately **6 inches (150 mm)** o.c. for **4-inch (100-mm)** duct, and vary proportionately for other duct sizes.
- I. Building Wall Penetrations: Make a transition from underground duct to GRC at least **10 feet (3 m)** outside the building wall, without reducing duct line slope away from the building and without forming a trap in the line. Use fittings manufactured for RNC-to-GRC transition. Install GRC penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- J. Sealing: Provide temporary closure at terminations of duct with pulled cables. Seal spare duct at terminations. Use sealing compound and plugs to withstand at least **15-psig (1.03-MPa)** hydrostatic pressure.
- K. Pulling Cord: Install **200-lbf- (1000-N-)** test nylon cord in empty ducts.
- L. Concrete-Encased Ducts and Duct Bank:
 - 1. Excavate trench bottom to provide firm and uniform support for duct. Prepare trench bottoms as specified in Section 312000 "Earth Moving" for pipes less than **6 inches (150 mm)** in nominal diameter.
 - 2. Width: Excavate trench **12 inches (300 mm)** wider than duct on each side.
 - 3. Width: Excavate trench **3 inches (75 mm)** wider than duct on each side.
 - 4. Depth: Install so top of duct envelope is at least **24 inches (600 mm)** below finished grade in areas not subject to deliberate traffic, and at least **30 inches (750 mm)** below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
 - 5. Support duct on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
 - 6. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than five spacers per **20 feet (6 m)** of duct. Place spacers within **24 inches (600 mm)** of duct ends. Stagger spacers approximately **6 inches (150 mm)** between tiers. Secure spacers to earth and to duct to prevent floating during concreting.

- Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
7. Minimum Space between Duct: **3 inches (75 mm)** between edge of duct and exterior envelope wall, **2 inches (50 mm)** between ducts for like services, and **4 inches (100 mm)** between power and communications ducts.
 8. Elbows: Use manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct unless otherwise indicated. Extend encasement throughout length of elbow.
 9. Elbows: Use manufactured GRC elbows for stub-ups, at building entrances, and at changes of direction in duct run.
 10. Reinforcement: Reinforce concrete-encased duct where crossing disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
 11. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
 12. Concrete Cover: Install a minimum of **3 inches (75 mm)** of concrete cover between edge of duct to exterior envelope wall, **2 inches (50 mm)** between duct of like services, and **4 inches (100 mm)** between power and communications ducts.
 13. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
 14. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 033000 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between duct and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow around duct and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-installation application.

M. Direct-Buried Duct and Duct Bank:

1. Excavate trench bottom to provide firm and uniform support for duct. Comply with requirements in Section 312000 "Earth Moving" for preparation of trench bottoms for pipes less than **6 inches (150 mm)** in nominal diameter.
2. Width: Excavate trench **12 inches (300 mm)** wider than duct on each side.
3. Width: Excavate trench **3 inches (75 mm)** wider than duct on each side.
4. Depth: Install top of duct at least **36 inches (900 mm)** below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Support ducts on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
7. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than five spacers per **20 feet (6 m)** of duct. Place spacers within **24 inches (600 mm)** of duct ends. Stagger spacers approximately **6 inches (150 mm)** between tiers. Secure spacers to earth and to ducts to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
8. Install duct with a minimum of **3 inches (75 mm)** between ducts for like services and **6 inches (150 mm)** between power and communications duct.
9. Elbows: Install manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct direction unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
10. Install manufactured GRC elbows for stub-ups, at building entrances, and at changes of direction in duct.
11. After installing first tier of duct, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to **4 inches (100 mm)** over duct and hand tamp.

Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 312000 "Earth Moving" for installation of backfill materials.

- a. Place minimum **3 inches (75 mm)** of sand as a bed for duct. Place sand to a minimum of **6 inches (150 mm)** above top level of duct.
 - b. Place minimum **6 inches (150 mm)** of engineered fill above concrete encasement of duct.
- N. Underground-Line Warning Tape: Bury nonconducting underground line specified in Section 260553 "Identification for Electrical Systems" no less than **12 inches (300 mm)** above all concrete-encased duct and duct banks and approximately **12 inches (300 mm)** below grade. Align tape parallel to and within **3 inches (75 mm)** of centerline of duct bank. Provide an additional warning tape for each **12-inch (300-mm)** increment of duct-bank width over a nominal **18 inches (450 mm)**. Space additional tapes **12 inches (300 mm)** apart, horizontally.

3.6 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

A. Precast Concrete Handhole and Manhole Installation:

1. Comply with ASTM C 891 unless otherwise indicated.
2. Install units level and plumb and with orientation and depth coordinated with connecting duct, to minimize bends and deflections required for proper entrances.
3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from **1-inch (25-mm)** sieve to **No. 4 (4.75-mm)** sieve and compacted to same density as adjacent undisturbed earth.

B. Elevations:

1. Manhole Roof: Install with rooftop at least **15 inches (375 mm)** below finished grade.
2. Manhole Frame: In paved areas and trafficways, set frames flush with finished grade. Set other manhole frames **1 inch (25 mm)** above finished grade.
3. Install handholes with bottom below frost line, below grade.
4. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes **1 inch (25 mm)** above finished grade.
5. Where indicated, cast handhole cover frame integrally with handhole structure.

C. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.

D. Manhole Access: Circular opening in manhole roof; sized to match cover size.

1. Manholes with Fixed Ladders: Offset access opening from manhole centerlines to align with ladder.
2. Install chimney, constructed of precast concrete collars and rings, to support cast-iron frame to connect cover with manhole roof opening. Provide moisture-tight masonry joints and waterproof grouting for frame to chimney.

3.7 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- #### A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting duct, to minimize bends and deflections required for proper entrances. Use box

extension if required to match depths of duct, and seal joint between box and extension as recommended by manufacturer.

- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from **1/2-inch (12.5-mm)** sieve to **No. 4 (4.75-mm)** sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes **1 inch (25 mm)** above finished grade.
- D. Install handholes and boxes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.
- F. Field cut openings for duct according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.8 GROUNDING

- A. Ground underground ducts and utility structures according to Section 26 0526 "Grounding and Bonding for Electrical Systems."

3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.
 - 2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum **12-inch- (300-mm-)** long mandrel equal to duct size minus **1/4 inch (6 mm)**. If obstructions are indicated, remove obstructions and retest.
 - 3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Correct deficiencies and retest as specified above to demonstrate compliance.
- C. Prepare test and inspection reports.

3.10 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump.

1. Sweep floor, removing dirt and debris.
2. Remove foreign material.

END OF SECTION 26 0543

SECTION 26 0544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Sealing Elements: EPDM or Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 2. Pressure Plates: Stainless steel.
 - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, water stop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber water stop collar with center opening to match piping OD.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position water stop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.

- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 26 0544

SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section Includes:
 - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
 - 2. Labels.
 - 3. Bands and tubes.
 - 4. Tapes and stencils.
 - 5. Tags.
 - 6. Signs.
 - 7. Cable ties.
 - 8. Paint for identification.
 - 9. Fasteners for labels and signs.
 - 10. Underground-line warning tape.
 - 11. Equipment identification labels.
 - 12. Miscellaneous identification products.
 - 13. Identification for conductors.
 - 14. Identification for raceways.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For arc-flash hazard study.
- E. Operation and Maintenance Data: For identification materials to include in emergency, operation, and operational manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - 2. Colors for 120/240V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - 4. Color for Neutral: White.
 - 5. Color for Equipment Grounds: Green.
 - 6. Colors for Isolated Grounds: Green with white stripe.
- C. Raceways and Cables Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.

2. Legend: "DANGER - CONCEALED HIGH VOLTAGE WIRING."

D. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

E. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

F. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Brady Corporation.
 - b. Champion America.
 - c. emedco.
 - d. Grafoplast Wire Markers.
 - e. HellermannTyton.
 - f. LEM Products Inc.
 - g. Marking Services, Inc.
 - h. Panduit Corp.
 - i. Seton Identification Products.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Brady Corporation.
 - b. HellermannTyton.
 - c. Marking Services, Inc.
 - d. Panduit Corp.
 - e. Seton Identification Products.

C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Brady Corporation.
- b. Panduit Corp.

2.4 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Brady Corporation.
- b. Carlton Industries, LP.
- c. emedco.
- d. Marking Services, Inc.

- B. Underground-Line Warning Tape:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Brady Corporation.
- b. Ideal Industries, Inc.
- c. LEM Products Inc.
- d. Marking Services, Inc.
- e. Reef Industries, Inc.
- f. Seton Identification Products.

2. Tape:

- a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
- b. Printing on tape shall be permanent and shall not be damaged by burial operations.
- c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

3. Color and Printing:

- a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
- b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE" .
- c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

4. Tag: Type ID:

- a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
- b. Width: 3 inches (75 mm).
- c. Overall Thickness: 5 mils (0.125 mm).

- d. Foil Core Thickness: 0.35 mil (0.00889 mm).
 - e. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
 - f. Tensile according to ASTM D 882: 70 lbf (311.3 N) and 4600 psi (31.7 MPa).
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.5 TAGS

- A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. emedco.
 - d. Marking Services, Inc.
 - e. Seton Identification Products.

2.6 SIGNS

- A. Baked-Enamel Signs:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlton Industries, LP.
 - b. Champion America.
 - c. emedco.
 - d. Marking Services, Inc.
 - 2. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 3. 1/4-inch grommets in corners for mounting.
 - 4. Nominal Size: 7 by 10 inches.

2.7 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. HellermannTyton.
 - 2. Ideal Industries, Inc.
 - 3. Marking Services, Inc.
 - 4. Panduit Corp.

- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black, except where used for color-coding.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.

- H. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.
- K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. "EMERGENCY POWER."
 - 2. "POWER."
 - 3. "UPS."
- M. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- O. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Labels:
 - 1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
- Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- W. Underground Line Warning Tape:
 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
 2. Limit use of underground-line warning tape to direct-buried cables.
 3. Install underground-line warning tape for direct-buried cables and cables in raceways.
- X. Metal Tags:
 1. Place in a location with high visibility and accessibility.
 2. Secure using general-purpose cable ties.
- Y. Baked-Enamel Signs:
 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on minimum 1-1/2-inch- high sign; where two lines of text are required, use signs minimum 2 inches high.
- Z. Cable Ties: General purpose, for attaching tags.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil. Stencil legend "DANGER - CONCEALED HIGH-VOLTAGE WIRING" with 3-inch- high, black letters on 20-inch centers.
 1. Locate identification at changes in direction, at penetrations of walls and floors, and at 10-foot maximum intervals.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."
 2. "POWER."
 3. "UPS."
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels, snap-around color-coding bands to identify the phase.
1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
 2. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 120/240-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- F. Power-Circuit Conductor Identification, More Than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tags.
- G. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive labels with the conductor or cable designation, origin, and destination.
- H. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive labels with the conductor designation.
- I. Conductors to Be Extended in the Future: Attach write-on tags to conductors.
- J. Auxiliary Electrical Systems Conductor Identification: Marker tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- K. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- L. Concealed Raceways and Duct Banks, More Than 600 V, within Buildings: Apply floor marking tape to the following finished surfaces:

1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
 2. Wall surfaces directly external to raceways concealed within wall.
 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- M. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- N. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- O. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive labels.
1. Apply to exterior of door, cover, or other access.
 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- P. Arc Flash Warning Labeling: Self-adhesive labels.
- Q. Operating Instruction Signs: Self-adhesive labels.
- R. Emergency Operating Instruction Signs: Self-adhesive labels with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- S. Equipment Identification Labels:
1. Indoor Equipment: Self-adhesive label.
 2. Outdoor Equipment: Laminated acrylic or melamine sign.
 3. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - g. Substations.
 - h. Emergency system boxes and enclosures.
 - i. Motor-control centers.
 - j. Enclosed switches.
 - k. Enclosed circuit breakers.
 - l. Enclosed controllers.
 - m. Variable-speed controllers.
 - n. Push-button stations.

- o. Power-transfer equipment.
- p. Contactors.
- q. Remote-controlled switches, dimmer modules, and control devices.
- r. Battery-inverter units.
- s. Battery racks.
- t. Power-generating units.
- u. Monitoring and control equipment.
- v. UPS equipment.

END OF SECTION 26 0553

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SECTION 26 2414 – DISCONNECT SWITCHES

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install the disconnects as shown on the drawings, specified or required, including fuses, spare fuses and accessories where noted.

1.2 RELATED DOCUMENTS

- A. Refer to Section 26 0500 for general requirements.

1.3 QUALITY ASSURANCE

- A. Comply with the applicable requirements of UL standard 98, pertaining to enclosed and dead front switches.
- B. Comply with NEMA standard publications KS1 and 250 pertaining to switches and enclosures.

PART 2 - PRODUCTS

2.1 DISCONNECT SWITCHES

- A. All disconnects shall be heavy duty, 250 volt or 600 volt (to match circuit requirement) fusible type switches with quick-make, quick-break mechanism, horsepower rated, with visible blades when switch is OFF (and cover is open), integral fuse pullers in ratings 200 ampere and larger, removable arc suppressors, and provisions for a field installable interlock kit.
- B. Current-carrying parts shall be of plated copper construction.
- C. Disconnects shall have rejection type fuse clips to accommodate the fuses specified. Provide non-fusible switches where shown or noted.
- D. Enclosures shall include a full cover with interlock, and enclosed in a NEMA 12 enclosure (indoors) or NEMA 4X (outdoors and in damp or corrosive environment) unless otherwise noted on plans. Handle shall have padlocking provision.
- E. Disconnects shall be Square D Co., Type HD, or equal as manufactured by General Electric, Siemens, or Cutler-Hammer.

2.2 FUSES

- A. All fuses shall be arranged for a coordinated selective system of over-current protection. All fuses shall hold a 500 percent load for 10 seconds and shall be rated 200,000 amperes symmetrical interrupt.

- B. 250 volt fuses shall be time delay type RK-5, 480 volt fuses shall be time delay, type RK-5.
- C. Main or branch fuses larger than 600 amperes shall be Class L, bolt-in style.
- D. Control circuit fuses shall be miniature, 600 volt, fast acting, Class CC, Bussmann KTK-R or equal.
- E. Line voltage fuses shall be blow fuse indicating type as made by Littlefuse, Inc. or equal.
- F. At the completion of the project, Contractor shall furnish to the Owner one (1) spare fuse of each size, type and rating for each set so installed. In no case shall less than three (3) fuses of any size or type be furnished. Provide a detailed list of fuses to Engineer and obtain Owner receipt when fuses are given to Owner.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Switches shall be rigidly mounted to the building structure at 6 feet above floor to top, typical. Provide auxiliary steel supports where necessary. Outdoor switches shall be located adjacent to equipment served; mounting height may be lowered for aesthetic reasons.

3.2 FIELD TESTING

- A. Adjust any operating mechanism for full and unrestricted movement.

END OF SECTION 26 2414

SECTION 26 4313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample Warranty: For manufacturer's special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.

- D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE SUPPRESSOR

A. Manufacturers:

1. ABB USA
2. Advanced Protection Technologies
3. ALLTEC
4. Atlantic Scientific
5. Citel, Inc.
6. Current Technology Inc.
7. Eaton
8. General Electric Company
9. Intermatic, Inc.
10. LEA International
11. Leviton Manufacturing Co.
12. Liebert
13. Mersen USA
14. Northern Technologies, Inc.
15. Raycap, Inc.
16. SSI, an ILSCO Co.
17. Schneider Electric USA
18. Siemens Industry, Inc.
19. Square D
20. Staco Energy Products Co.

B. SPDs: Comply with UL 1449, Type 1.

1. SPDs with the following features and accessories:
 - a. Integral disconnect switch.
 - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
 - c. Indicator light display for protection status.

C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 320 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V.
2. Line to Ground: 1200 V for 480Y/277 V.
3. Line to Line: 2000 V for 480Y/277 V.

E. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Line to Line: 1000 V.

- F. SCCR: Equal or exceed 100 kA.
- G. Inominal Rating: 20 kA.

2.3 PANEL SUPPRESSORS

- A. Manufacturers:
 - 1. ABB USA
 - 2. Advanced Protection Technologies
 - 3. ALLTEC
 - 4. Atlantic Scientific
 - 5. Citel, Inc.
 - 6. Current Technology Inc.
 - 7. Eaton
 - 8. General Electric Company
 - 9. Intermatic, Inc.
 - 10. LEA International
 - 11. Leviton Manufacturing Co.
 - 12. Liebert
 - 13. Mersen USA
 - 14. Northern Technologies, Inc.
 - 15. Raycap, Inc.
 - 16. Schneider Electric USA
 - 17. Siemens Industry, Inc.
 - 18. Square D
 - 19. SSI, an ILSCO Co.
- B. SPDs: Comply with UL 1449, Type 1.
 - 1. Include LED indicator lights for power and protection status.
 - 2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:
 - 1. Line to Neutral: 1200 V for 480Y/277 V.
 - 2. Line to Ground: 1200 V for 480Y/277 V.
 - 3. Neutral to Ground: 1200 V for 480Y/277 V.
 - 4. Line to Line: 2000 V for 480Y/277 V.
- E. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:
 - 1. Line to Neutral: 700 V.
 - 2. Line to Ground: 700 V.
 - 3. Neutral to Ground: 700 V.
 - 4. Line to Line: 1200 V.

- F. SCCR: Equal or exceed 100 kA.
- G. Inominal Rating: 20 kA.

2.4 ENCLOSURES

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 3R.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Complete startup checks according to manufacturer's written instructions. Energize SPDs after power system has been energized, stabilized, and tested.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
 - 2. Inspect anchorage, alignment, grounding, and clearances.
 - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 26 4313

SECTION 26 5100 – INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section Includes
 - 1. Interior lighting fixtures, lamps, and ballasts.
 - 2. Emergency lighting units.
 - 3. Exit signs.
 - 4. Lighting fixture supports.
- B. Related Sections
 - 1. Division 26 for automatic control of lighting, including time switches, photoelectric relays, wall box dimmers, occupancy sensors, and multipole lighting relays and contactors.
 - 2. Refer to Section 26 0500 for general requirements for the electrical work.
 - 3. Refer to Section 26 5600 for exterior lighting work.

1.3 DEFINITIONS

- A. BF: Ballast factor.
- B. CCT: Correlated color temperature.
- C. CRI: Color-rendering index.
- D. LED: Light Emitting Diode.
- E. LER: Luminaire efficacy rating.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting fixture, including driver housing if provided.

1.4 SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.

2. Emergency lighting units including battery and charger.
3. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
4. Photometric data.

- B. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

- B. Coordinate light fixture location with, but not limited to, items listed:

1. Suspended ceiling components.
2. Partitions and millwork that penetrate the ceiling or extends to within 12 inches of the plane of the luminaires.
3. Ceiling-mounted projectors.
4. Structural members to which suspension systems for lighting fixtures will be attached.
5. Other items in finished ceiling including the following:
 - a. HVAC supply and return diffusers.
 - b. Speakers.
 - c. Sprinklers.
 - d. Fire alarm devices.
 - e. Occupancy sensors.
 - f. Access panels.
 - g. Wireless Access Points
6. Perimeter moldings, bulkheads, soffits.

1.7 WARRANTY

- A. Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

- B. Warranty Period for Emergency Lighting Unit Batteries: 5 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining five years.

- C. Warranty Period for Self-Powered Exit Sign Batteries: Five years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining five years.

1.8 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Plastic Diffusers and Lenses: One for every 25 of each type and rating installed. Furnish at least one of each type.
 - 3. Ballasts: One for every 25 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 25 of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, product(s) indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. LED Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Individual fixtures shall be as scheduled on Plan Sheet EO.1
- F. Stamped steel housing shall be 22 gauge minimum, post-painted, free from burrs, sharp corners and edges. Components shall be supported from or attached to ribs or embossed shapes to prevent fixture sagging and warping.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit maintenance without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during maintenance and when secured in operating position.
- H. Diffusers and lenses shall be 100 percent virgin acrylic plastic, 1/8 inch thick nominal for flat lenses, complete with clips to prevent falling or rattling due to vibration.

- I. Surface mounted fixtures in finished areas shall contain no visible conduit knockouts.
- J. All vapor tight and hazardous area fixtures shall include an approved cast iron or malleable box.
- K. Fixtures shall be fused.
- L. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- M. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
- N. Fixtures indicated as emergency light units on the Drawings shall be identical to the other fixtures of the same type with an emergency power pack unit. Where the unit is not furnished with the fixture, the Contractor shall furnish and install the unit. Where the Drawings show 2 circuits to the fixture, the unswitched (emergency power) circuit is to be connected to the emergency power pack. The emergency power pack shall have a minimum 5-year warranty. Emergency power pack shall provide 900-1100 Lumens of emergency illumination for 90 minutes.

2.3 LED Light Emitting Diode Fixtures

- A. LED fixtures shall be provided with the proper electronic drivers to operate the specified fixture. Built-in driver shall be attached to the housing or mounting frame, and shall be wired to the fixture using flexible metal conduit. Fixture shall be designed to allow replacement of the driver assembly.
- B. LED fixtures shall comply with the specified color temperature as listed in the fixture schedules shown on the drawings.

2.4 EMERGENCY AND EXIT LIGHTING FIXTURES

- A. Fixtures shall conform to UL 924 pertaining to emergency lighting equipment, and shall include built-in, sealed, maintenance free, nickel-cadmium or pure lead type batteries, integral charger, rated for 90 minute operation upon power failure. Batteries shall be rated for at least 10 years, with a minimum three-year full replacement warranty provided by manufacturer. Fixtures shall be direct connected (hard wired).
- B. Exit signs shall be illuminated with 100,000 hour minimum rated light-emitting diode array. Signs shall include arrow knock-outs, diffusing panel, red letters, and a universal mounting canopy for ease of installation. Provide single or double face signs as indicated or required.
- C. Egress lighting fixtures in selected spaces shall be complete with high intensity floodlight heads, and located in corridors, lobbies and stairways to provide emergency illumination along the path of egress.

2.5 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.
 - 2. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

2.6 EMERGENCY LIGHTING UNITS

- A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
 - 1. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - 4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - 5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - 6. Lamps: Two integral 6V, 5.4 W, krypton lamps.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage.

- E. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- F. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.
- G. Fixtures requiring other miscellaneous lamps such as PL fluorescent, Par lamps, reflector lamps, special H.I.D. lamps, tubular quartz, etc., shall be provided with lamps of the size, type and wattage indicated for the fixture or as noted in the fixture schedule.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All fixtures and equipment shall be delivered to the project complete with suspension accessories, canopies, hickey, casings, sockets, holders, reflectors, ballasts, diffusing materials, louvers, plaster frames, recessing boxes, accessories, etc., assembled as indicated. All fixtures shall be mounted in an approved manner with yokes, brackets, etc., as recommended by the manufacturer and approved by the Engineer.
- B. All fixtures shall be mounted directly from the building structure without relying on the ceiling suspension system to prevent vibration, sagging misalignment, etc. Provide auxiliary supports, brackets, etc., for the mounting of fixtures and associated equipment. Auxiliary supports shall be Kindorf, Unistrut or equal structural members, not perforated strap. Set plumb, square and level with ceiling and walls.
- C. Recessed fixtures in grid type lay-in ceilings shall be securely fastened to the grid framing member in accordance with NEC Article 410-16, with fixture mounted clips, bar hangers or approved fasteners as made by Caddy, Fastway, or Spring Steel Fasteners. Recessed fluorescent and HID fixtures in suspended ceilings shall be provided with redundant supports via extra tie wires, at least two (2), attached to each fixture, or other approved means. Tie wires shall be vertical.
- D. Suspended fixtures shall be properly supported at mounting heights appropriate to the architectural details of the space, as detailed, noted or required. Contractor shall coordinate the installation of pendant fixtures with the mechanical equipment, tile, diffusers, etc. When interferences with structure or such equipment occur, fixture locations and mounting heights shall be altered slightly. Use Unistrut or other supports to install fixtures approximately where shown.
- E. Contractor shall verify all final ceiling types and construction prior to ordering fixtures and coordinate same with suppliers and manufacturers, to insure proper accessories, flanges, trims, hangers, etc. Provide plaster frames for all fixtures mounted in plaster ceilings.
- F. Recessed fixtures in insulated or fire rated ceilings shall be "boxed in" by the Electrical Contractor with properly rated ceiling or acoustical materials leaving air space around fixture for ventilation. Insulation batts shall not be laid directly on the lighting fixtures. "Box" shall be assembled with approved materials constructed with substantial methods and set atop suspended ceilings.
- G. Fixtures shall be cleaned of dirt, inside and outside. Fixtures should not be installed until painting work of the General Contract is completed. If earlier installation is required by the construction schedule or Engineer's request, fixtures shall be completely protected by the General Contractor, with paper or film during painting, so no paint comes in contact with

fixtures. Fixtures, lenses, louvers, etc., damaged by paint or over spray, shall be replaced at the cost of the General Contractor.

- H. Fixtures furnished under this Contract shall be outfitted with new lamps as noted or recommended by the fixture manufacturer. Only the number of lamps and tubes required to provide temporary lighting for the unfinished work in each area, and acceptable lighting elsewhere as determined by the Engineer, shall be installed by this Contractor at the time the fixtures are installed and tested. The remaining lamps and tubes shall be installed not more than twenty (20) days prior to final inspection of the project. Lamps shall be energized continuously for the "burn-in" time recommended by the lamp manufacturer. All lamps and tubes shall be burning at the time of final inspection.
- I. Self-powered emergency fixtures shall be connected to the local night light circuit in the area, but ahead of any local controls as required by NEC Article 700-12 for unit type emergency equipment.
- J. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.
- K. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps and lenses, and reinstall.
- L. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, minimum of 4, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
 - 4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- M. Suspended Lighting Fixture Support
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- N. Connect wiring according to Division 26 Section 26 0503.

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

3.5 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.

1. Adjust aimable luminaires in the presence of Architect and/or Owner.

3.6 FIELD TESTING

- A. Verify that all fixtures, lamps and ballasts are working.
- B. Interrupt normal power to self-powered emergency fixtures to verify emergency fixture performance, including transfer operations, duration of emergency supply, low battery voltage disconnect, and recharging.

END OF SECTION 26 5100

SECTION 26 5600 – EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All items in this specification may not be required. See contract drawings for applicable items.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior luminaires with lamps and ballasts.
 - 2. Luminaire mounted photoelectric relays.
 - 3. Poles and accessories.
- B. Related Sections:
 - 1. Division 26 Section "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.
 - 2. Refer to Section 26 5000 for general requirements for the electrical work.
 - 3. Refer to Section 26 5100 for interior lighting, and Section 26 6005 for controls for exterior lighting.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. HID: High intensity discharge.
- D. LER: Luminaire efficacy rating.
- E. Luminaire: Complete lighting fixture, including ballast housing if provided.
- F. Pole: Luminaire support structure, including tower used for large area illumination.
- G. Standard: Same definition as "Pole" above.

1.4 SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
 2. Details of attaching luminaires and accessories.
 3. Details of installation and construction.
 4. Luminaire materials.
 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 6. Photoelectric relays.
 7. Ballasts, including energy efficiency data.
 8. Lamps, including life, output, CCT, CRI, lumens, and energy efficiency data.
 9. Materials, dimensions, and finishes of poles.
- B. Operational and Maintenance Data: For luminaires and poles to include in emergency, operation, and maintenance manuals.
- C. Fixture submittals shall include separate sheets for each fixture and pole. Assemble and submit data in alphabetic order based on the fixture letter marking. Fixture types and accessories shall be clearly marked or highlighted on the sheet.
- D. Submittals shall include photometric data in standard IES format for each fixture.
- E. Submittals for poles shall include wind load ratings, anchor bolt and foundation recommendations, and standard finish options.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with IEEE C2, "National Electrical Safety Code."
- C. Comply with NFPA 70.
- D. Comply with the ANSI/UL standards pertaining to fixtures of hazardous locations, and ANSI 132.1 pertaining to interior lighting fixtures. Fixtures shall be UL approved for the environment in which they are being installed.
- E. Comply with NEMA standard publications LE1 and LE2 pertaining to lighting equipment.
- F. Ballasts shall comply with UL standard 935, the standards of the Certified Ballast Manufacturers Association, and shall carry the CBM label.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Package aluminum poles for shipping according to ASTM B 660.
- B. Store poles on decay resistant treated skids at least 12 inches (300 mm_) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- C. Retain factory applied pole wrappings on fiberglass poles until right before pole installation. Handle poles with web fabric straps.

- D. Retain factory applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Glass and Plastic Lenses, Covers, and Other Optical Parts: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, product(s) indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Individual fixtures shall be as scheduled on Plan Sheet E0.1.
- B. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- C. Lateral Light Distribution Patterns: Comply with IESNA RP 8 for parameters of lateral light distribution patterns indicated for luminaires.
- D. Metal Parts: Free of burrs and sharp corners and edges.
- E. Sheet Metal Components: Corrosion resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- F. Housings: Rigidly formed, weather and light tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- H. Exposed Hardware Material: Stainless steel. Lenses and diffusers shall be tempered glass with gaskets resistant to heating and cold temperatures.
- I. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

- J. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- K. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Spectular Surfaces: 83 percent.
 - 3. Diffusing Spectular Surfaces: 75 percent.
 - 4. Formed Alzak reflector of 93 percent minimum reflectance.
- L. Lenses and Refractors Gaskets: Use heat and aging resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- M. Luminaire Finish: Manufacturer's standard paint applied to factory assembled and tested luminaire before shipping.
- N. Factory Applied Finish for Steel luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC SP 8, "Pickling."
 - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high gloss, high build polyurethane enamel.
 - a. Color: As selected by Architect from manufacturer's standard catalog of colors.
- O. Factory Applied Finish for Aluminum luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
 - 2. Class I, Color Anodic Finish: AA M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.
 - a. Color: As selected by Architect from standard catalog of colors.
- P. Factory Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
- Q. Fixtures shall be fused.

2.3 ACCESSORIES

- A. All ballasts for outdoor fixtures shall be low temperature, high power factor, constant wattage type or premium high reactance type ballasts.
- B. All luminaire, tenon and bracket finishes shall be as selected by the Owner

2.4 LUMINAIRE MOUNTED PHOTOELECTRIC RELAYS

- A. Comply with UL 773 or UL 773A.
- B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15 second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.
 - 1. Relay with locking type receptacle shall comply with ANSI C136.10.
 - 2. Adjustable window slide for adjusting on off set points.

2.5 EMERGENCY LIGHTING UNITS

- A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
 - 1. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - 4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - 5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - 6. Lamps: One remote, gasketed, sealed 6V, 6 W, PAR36 halogen.

PART 3 - EXECUTION

3.1 FIELD TESTING

- A. Examine exterior lighting performance during period of complete darkness. Re-adjust aiming, where available, to produce the best exterior illumination possible.

3.2 SPARE PARTS

- A. As a minimum, Contractor shall provide one (1) spare lamp for every ten (10) (or part of 10) lamps used.

3.3 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment or provide bi-metal components.
- B. Steel Conduits: Comply with Division 26 Section "Raceway and Boxes for Electrical Systems."

3.4 GROUNDING

- A. Ground metal poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Ground nonmetallic poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
 - 1. Verify operation of photoelectric controls.

END OF SECTION 26 5600

SECTION 26 6005 – SCADA SYSTEM

PART 1 - GENERAL

1.1 SCOPE

- A. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, and materials in connection with the supply and installation of one (1) telemetry systems equipment and appurtenant work. Training of Owner personnel shall be included.
- B. The telemetry systems shall include all required equipment, software, and programming for complete operating systems. The systems are located at the City of Huron, Ohio. The site will communicate via UHF connection.
- C. The system components shall consist of:
 - 1. New Water Tower/RTU
 - a. New RTU with radio signal and antenna through ethernet cable to SCADA Server.
- D. The contractor is responsible for reprogramming the existing master station, backup equipment, operator interfaces, and communication systems at the City of Huron New Water Tower and any required remote location to incorporate the additional RTU inputs, screens, reports, etc. and any remote operator interface equipment.
- E. The internet communication system shall be configured as required for proper communication with the master station. The method and data path shall be determined by the telemetry system vendor.

1.2 RELATED SECTIONS

- A. Section 26 0500 - General Electrical Provisions.
- B. Section 26 0515 - Basic Materials and Methods.

1.3 SUBMITTALS

- A. Submit three copies of the following documentation for review.
- B. Submit product data:
 - 1. Material list of items to be provided under this Section.
 - 2. Manufacturer's product data and other related information to prove compliance with specified requirements.
 - 3. Wiring diagrams with I/O points shown.
 - 4. Operation and Maintenance manual for the new equipment.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in a manner acceptable to the manufacturer so as to not void any warranties.
- B. Accept products on site in factory containers. Inspect for damage.
- C. Store products in clean, dry area; maintain temperature and humidity within limits acceptable to the manufacturer.

1.5 MAINTENANCE SERVICE

- A. Furnish manufacturer's service and maintenance of all materials furnished under this Section until the date of Substantial Completion.
- B. All materials furnished under this Section shall be warranted by the manufacturer for a minimum of one year commencing with the date of Substantial Completion.

1.6 QUANTITIES

- A. All materials specified as part of this Section shall be provided in quantities as required by contract documents and as required for a complete operational system.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Shall conform to the following requirements. Configuration and quantities of devices shall be as specified or shown on the Drawings. Should additional appurtenances be required, but not specifically indicated here or elsewhere, in order to effect the intent of the contract documents, such appurtenances shall be provided.

2.2 MANUFACTURER REFERENCES

- A. The system described and shown by the contract documents has been designed around the manufacturers identified. The equipment from these manufacturers must be used as the base bid. Substitutions to the listed manufacturers must be identified in the bid documents.
- B. The RTU equipment and programming requirements shall be provided by PAC Engineering, LLC., unless otherwise indicated.

2.3 REMOTE TERMINAL UNITS (RTUs)

- A. The RTUs shall be provided by PAC Engineering, LLC., 3608 Sterns Rd., Lambertville, MI. 48144 to mount and interface with the new pump station equipment, metering station equipment, and chemical feed equipment in a NEMA 4X stainless steel enclosure with condensation prevention heaters.

- B. The RTUs shall have a total memory complement required for the operation and functions specified with spare capacity for future requirements.
- C. Power supply shall provide power for the RTU systems. Line voltage shall be 115 VAC and be rated for the voltage and current capacity as required for the RTU systems.
- D. Provide a battery back-up power supply for the RTUs. Voltage shall be 115VAC. Back-up power shall consist of a rechargeable sealed battery with a trickle charger, both sized to provide back-up power for all devices requiring power for operation of the RTUs and panel displays for a minimum of one hour. RTU supply shall be mounted in the enclosure.
- E. Operating programs, system setting, configuration, parameter set points required for RTU operations shall be stored on EEPROM.
- F. The RTUs shall employ an Allen-Bradley programmable controller Micrologix 1400 with expansion capabilities for the addition of future I/O and pump station monitoring functions, metering station monitoring function, and chemical feed system monitoring functions.

PART 3 - EXECUTION

3.1 TELEMETRY EQUIPMENT AND PROGRAMMING

- A. Contact Mr. Steve Biela at PAC Engineering, LLC., at 734-708-4722 and tim@wdautomation.net to coordinate the furnishing of required equipment and service.
- B. The Contractor shall include in his contract price a total allowance of \$_____ for PAC Engineering, LLC. to provide the following equipment and services.
 - 1. City of Huron, OH. - New Water Tower.
 - a. Furnish one (1) new RTU.
 - b. RTU to include equipment for I/O and Radio communications.
 - c. Setting up the communication system from the RTUs to the MTU and coordinate with the City.
 - d. Termination of all wiring inside the RTUs.
 - e. Reprogramming of the MTU backup equipment and other operator interface equipment in the SCADA System including graphic, trends, logs, etc.
 - f. Check out and start up including verification of input signals from the control panels and equipment.
 - g. Install wireless device approved by the City of Huron, OH.
 - h. Furnish and install antenna, antenna cable, and surge arrester on RTU.
- C. Work by Electrical Contractor (Not Included in Allowance)
 - 1. Installation of the RTU in the Water Tower.
 - 2. Furnish and install raceway and wiring between RTU and equipment including power source.
 - 3. Termination of wiring outside the RTU.

3.2 INSTALLATION

- A. The Electrical Contractor shall be responsible for the installation of the raceway, wiring, and wire terminations.
- B. Install in accordance with published manufacturer's instructions and standard trade practices.
- C. Do not install products until major construction is complete and building interior is enclosed and heated.
- D. Connect input and output devices as indicated.

3.3 FIELD QUALITY CONTROL

- A. Field inspection, commissioning, and testing will be performed under provisions of Section 26 6009 by the equipment suppliers.
- B. Perform operational testing on control systems to verify proper operation and field wiring connections.

3.4 TRAINING

- A. The Contractor shall include four (4) hours of training at the construction site for the Owner's personnel on the operation, maintenance and programming of the instrumentation control, telemetry and radio equipment.
- B. The Training personnel shall be qualified and certified to provide training for the equipment provided.
- C. All costs associated with the training including travel and living, training documents and presentation equipment, except Owner personnel time, shall be included.

PART 4 - SPECIAL PROVISIONS

4.1 RTU SCHEDULE

- A. This subpart is intended to assist the Contractor with coordinating the locations of specific devices that are specified in this Section. Shown on the Input/Output (I/O) List are the I/O points to be wired to/from the RTU.
- B. If an isolated signal is not available from the primary device to the RTU input structure or if interposing relays are required to properly interface to existing circuits, the necessary interfaces shall be provided at no additional cost. Relays shall be minimum DPDT, with coil voltages and contact ratings as required for the application.
- C. Conventional I/O addressing shall be used to identify the location of the I/O point to be incorporated into the I/O structure.
- D. All spare points shown on the Input/Output List or not used by the process shall be wired from the enclosure terminal blocks to the appropriate I/O modules.

4.2 TELEMETRY FUNCTIONAL DESCRIPTION

A. General Programming

1. The telemetry system RTUs I/O, display functions and alarms are listed in the RTUs I/O listing.

B. City of Huron, OH. - New Water Tower

1. The new RTU shall be furnished with I/O equipment and programming for the total I/O listed.
2. The RTU shall include equipment to communicate with the Master Station and other RTUs via UHF and internet connection.
3. The RTU shall include a battery backup system.
4. The RTU enclosure shall be a stainless steel NEMA 4X enclosure and be installed on a rack in the Water Tower.

C. System Master Station and Backup PLC Equipment

1. Update software to incorporate the inputs into all appropriate displays, controls, trends, and reports for the new pump stations.

4.3 I/O LISTING

A. The I/O Listing is as follows:

1. The following I/O shall be incorporated into the new Water Tower RTU via hardwire connection.
2. The RTUs shall include chassis space and power supply capacity for the addition of future I/O modules.

END OF SECTION 26 0553

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SECTION 26 6009 – CONTROL SYSTEM TESTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work covered by this Section of the specifications consists of furnishing all labor, equipment, and materials in connection with the testing of the plant control system, consisting of the PLC system, the operator interface system, the primary devices, and all control enclosures and wire/cable.

1.2 SUBMITTALS

- A. Submit under provisions of contract and this paragraph.
- B. Test Procedure Submittal Schedule:
 - 1. Factory test: minimum thirty (30) days prior to scheduled test.
 - 2. Commissioning: minimum thirty (30) days prior to scheduled test.
- C. Submittal format:
 - 1. For all submittals, three (3) complete sets of hard print-out in binders of all proposed test procedures.

1.3 SCHEDULING

- A. The Contractor shall formally schedule the commissioning or test with the Engineer a minimum of thirty (30) days prior to the proposed test date. Included with this notification shall be the proposed hardware commissioning or checkout test procedures for the Engineer to review. These procedures shall include all steps proposed by the Contractor to prove that the intent of the commissioning or test is accomplished.
- B. Test Suspension - If the Contractor schedules a test, and in the opinion of the Engineer and Owner after on-site inspection, the hardware is not ready to be tested, the Owner shall suspend the test until the Contractor corrects all deficiencies.

PART 2 - PRODUCTS

- A. None

PART 3 - EXECUTION

3.1 FACTORY TEST REQUIREMENTS

- A. Factory tests are only required for systems with 10 or more RTUs or PLCs with 200 or more I/O points. Factory testing of the PLC and Operator Interface Systems shall be performed by the

Contractor in the presence of the Engineer and Owner prior to the software testing and installation of the plant control system. The purpose of the test is to demonstrate that all hardware and communications perform as intended by the specifications and Drawings.

1. Location - The factory test shall be held at the facilities of the Contractor or his subcontractor.
2. Costs - The Contractor shall be responsible for all costs associated with the factory test, except the direct costs of attendance by the Engineer and Owner.
 - a. Owner Reimbursed Costs - Should the factory test be suspended for reasons outlined in this Section, the Contractor shall reimburse the Owner for all costs incurred by the Owner associated with the Owner's and the Owner's Engineers' attendance at the factory test.
3. Personnel - The Contractor shall provide all personnel and equipment necessary to properly perform the hardware checkout at the factory test. The hardware checkout testing period shall continue until the Contractor and Engineer/Owner have mutually agreed that the test results are acceptable.
4. Factory Test Procedures - Shall include, but not be limited to, the following:
 - a. Hardware Checkout - The Contractor shall prove that all systems are constructed in accordance with all specifications and codes. The Contractor shall prove that each PLC input point is recognized from the terminal strip into the processor's memory, and each PLC output is energized at the terminal strip from the PLC's memory. All addressing and power settings shall be set prior to the commencement of the test and verified during the test. All necessary programming terminals, signal generators, and multimeters shall be provided by the Contractor at no additional cost to the Owner.
 - b. Communication Testing - The Contractor shall prove that all components shall communicate with all other components, to the extent that all hardware is proven to work and is reliable. All necessary multimeters, signal generators, communication testing specific software, and programming terminals used for the test shall be provided by the Contractor at no additional cost to the Owner.
 - c. Software Testing - All control software developed for the PLC and operator interface systems will be proven as part of the factory test by the Engineer and Owner. The Contractor shall permit the use of the equipment identified under the subparagraph Hardware Checkout.
5. Software testing will commence immediately upon the conclusion of the hardware checkout and communications testing.
6. Factory Test Duration - It is anticipated that the factory test will take five consecutive days (Monday through Friday) to complete. These five days are expected to consist of one day for hardware checkout and communications testing, and four days for software testing. In the event that deficiencies in the hardware checkout or communications testing are found that in the opinion of the Owner and Engineer cause the software testing to be delayed, the Owner reserves the right to invoke the provisions of the Test Suspension paragraph of this Section or extend the factory test beyond the scheduled five test days at no additional cost to the owner.
7. Scheduling shall be per Section 1.4 of this Specification.

3.2 COMMISSIONING

- A. Commissioning of the PLC/RTU system shall be performed by the Contractor in the presence of the Engineer and Owner. The purpose of the commissioning effort is to demonstrate that all

systems and components are installed and function as intended by the specifications and Drawings.

1. Scheduling shall be per Section 1.3 of this Specification.
2. Field inputs to each PLC/RTU shall be activated at the field device and the signal verified in the memory of the PLC or MTU. This function is the field equivalent to Factory Test Procedures - Hardware Checkout and Communications Testing. In addition, each wiring circuit shall be tested for continuity, short circuits, and ground faults.
3. Final calibration of all instrumentation shall be performed during the commissioning effort. All power supplies shall be adjusted to their final settings. The Contractor shall complete a calibration certificate for each instrument installed under this contract. The certificate shall be signed by the Contractor's field technician and indicate values tested, expected values, actual values obtained, and accuracy. Completed certificates shall be submitted to the Engineer for record purposes.
4. The Contractor shall supply all necessary personnel to perform the commissioning. The Owner and Engineer will only act as observers to verify the completeness of the commissioning.

3.3 FIELD TESTING

- A. Field testing of the control system will be performed by the Engineer and Owner after the installation and commissioning of the control system by the Contractor. The purpose of the test is to demonstrate that all hardware and software performs as intended by the design of the control system.
 1. Scheduling - The field test will begin after the acceptable conclusion of the installation and commissioning effort. The Engineer will notify the Contractor in writing of the actual field test commencement date. On small systems may immediately follow commissioning.
 2. Contractor Involvement - The Contractor shall provide the services of one field technician for a period of two consecutive weeks, beginning at the start of the field test. This field technician need not be on site, but must be available on site within 24 hours of notification of the Contractor's designated representative. The field technician's services during the field test shall be stated in the bid documents (maximum of four 8-hour days). The field technician shall report directly to the Engineer and be under his direction during this time. The duties of the field technician shall include, but not be limited to redirection of radio antennas, recalibration of field devices, monitoring process values, troubleshooting control circuits, and tracing field wiring. Any time spent by the Contractor resolving commissioning issues shall not be considered part of this involvement.
 3. Field Test Suspension - In the event the field test is suspended for any reason, the Owner reserves the right to notify the Contractor of such, and rescheduled the unused availability and field time of the Contractor's field technician.

3.4 TESTING ACCESSORIES

- A. The Contractor shall be responsible for supplying all required and necessary equipment to properly conduct the testing and commissioning required by this Section.

END OF SECTION 26 6009

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SECTION 33 1113 - WATER DISTRIBUTION PIPING

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. The specifications have been written in imperative or abbreviated form.
 - 1. Values set forth in the Bid Schedule.
 - 2. Partial or progress payments will be considered.
 - 3. Payment shall be based on the percent completion of the work.
 - 4. Stored material costs will not be considered in pay requests.

1.2 SCOPE OF WORK

- A. Furnish and install all materials and services required for furnishing all piping and appurtenances specified herein and listed on the Bid Schedule.

1.3 SUBMITTALS

- A. A notarized certification shall be furnished for all pipe and fittings that verifies compliance with all applicable specifications.
- B. The requirement for this certification does not eliminate the need for shop drawings submittals.

PART 2 PRODUCTS

2.1 DUCTILE IRON PIPE

- A. Ductile iron pipe shall conform to AWWA C151, latest revision, Pressure Class 350, (4" to 12"), Pressure Class 250 (16" to 20"), minimum thickness Class 50 with push-on joints unless otherwise noted.
- B. The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with AWWA C104, latest revision. Thickness of the lining shall be set forth in the aforementioned specification unless otherwise directed by the Engineer. The exterior of all pipe, unless otherwise specified, shall receive either coal tar or asphalt base coating a minimum of 1 mil thick.
- C. Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.
- D. Provide AWWA C110 mechanical joint plugs and locked or restrained pipe joints where indicated on Drawings. Fittings under structures shall be mechanical joint with retainer glands.
- E. All underground ductile iron pipe shall be encased with polyethylene film in tube or sheet form conforming to ASTM D-1248. The raw material used to manufacture polyethylene film shall be:
 - 1. Type: 1
 - 2. Class: Grade A or C

3. Grade: E-I
4. Flow Rate: 0.4 maximum
5. The polyethylene film shall have the following characteristics:
 - a. Tensile Strength: 1,200 psi minimum
 - b. Elongation: 300 percent minimum
 - c. Thickness: 0.008 inches minimum
 - d. Minimum Tube Size or Sheet Width:

Pipe Size	Flat Tube	Sheet Width
4"	16"	32"
6"	20"	40"
8"	24"	48"
12"	30"	60"
16"	37"	74"

- e. Installation of polyethylene shall be in accordance with the manufacturer's recommendation and shall prevent contact between the pipe and the surrounding backfill and bedding material; but is not intended to be airtight or watertight.

2.2 MOLECULARLY ORIENTED POLYVINYL CHLORIDE (PVC) PIPE

- A. D3139. Spigot ends will be chamfered by the manufacturer.

2.3 POLYVINYL CHLORIDE (PVC) PIPE

- A. PVC pipe shall comply with the requirements of ASTM D-2241 PVC water pipe, Class 235, DR 18 The pipe shall have a maximum laying length of 20 feet. All water mains classification shall be on the drawings.
- B. Where noted, the PVC pipe shall meet the requirements of AWWA C-900 (Outside Diameter compatible with Cast Iron O.D.). Directionally drilled pipe shall be Certa-Lok C-900.
 1. 4-inch through 12-inch - PVC plastic pipe shall conform to ANSI/AWWA C900, DR 18 unless noted otherwise. PVC pipe shall have a maximum laying length of 20 feet, with bell end and elastomeric gasket, and with plain end for cast-iron or ductile-iron fittings. Elastomeric gasket shall conform with the requirements of ASTM F-477. The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe.
 2. 14-inch through 36-inch - PVC plastic pipe shall conform to ANSI/AWWA C905. PVC pipe shall have a maximum laying length of 20 feet, with bell end and elastomeric gasket, and with plain end for cast-iron or ductile-iron fittings. Elastomeric gasket shall conform with the requirements of ASTM F-477. The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe.
- C. Jointing material shall be non-toxic.
- D. Joints shall be made with the use of rubber O-ring gasket couplings.
- E. The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe.

- F. The basis of acceptance of PVC plastic water main pipe will be a written certification, accompanied by a copy of test results, that the pipe and pipe material has been sampled, tested and inspected in accordance with the designated standard specifications. Contractor shall obtain these certifications shall be made so as to be representative of the complete project. Copies of the test results shall be kept on file by the manufacturer and shall be available for review by the Owner upon request.
- G. Pipe and fittings shall be visually inspected on the project site for proper markings which shall include manufacturer's name or trademark, nominal pipe size, pressure rating for water at 73.4 degrees F., plastic pipe material designation code, standard dimension ratio, and the National Sanitation Foundation NSF Seal of Approval for drinking water.
- H. All waterlines shall have a detectable 12 gauge tracer wire laid in the trench. A detectable warning tape, with the words "Water" shall be placed in the trench 30" below grade. The warning tape shall be 2 inches in width.

2.4 FITTINGS FOR WATER MAINS

- A. Fittings for both Ductile Iron and PVC water mains shall be Class 350 ductile iron fittings in accordance with AWWA C153 (ANSI A21.53) and shall conform to the details and dimensions shown therein. Fittings shall have mechanical joints meeting the requirements of AWWA C111 (ANSI A21.11). Fittings shall have interior cement-mortar lining as specified for the ductile iron pipe. Ductile iron fittings shall be encased in polyethylene film as specified herein before.
- B. Plugs, where required, shall be restrained with the use of ductile iron mechanical joint retainer glands.
- C. Adapters, transition gaskets, or specials shall be furnished, as required, to connect the plastic pipe to the ductile iron mechanical joint valves, fittings, and pipe.
- D. All solid sleeve ductile iron fittings shall be furnished with a minimum of 12" in length.
- E. All Ductile Iron fittings must be backfilled with a minimum of 12" approved natural sand. No limestone shall come in contact with any buried ductile iron associated with the water system.

2.5 JOINTS FOR PIPE AND FITTINGS

- A. Ductile Iron
 - 1. The joints for ductile iron pipe shall be of the push-on or mechanical joint type conforming to AWWA C111 (ANSI A21.11).
 - 2. Push-on type joints shall have an annular recess in the pipe socket to accommodate a single rubber gasket. Plain ends shall be suitably beveled to permit easy entry into the bell. The gasket and annular recess of the socket shall be so designed and shaped that the gasket is located in place against displacement as the joint is assembled
 - 3. Mechanical joints shall be bolted and of the stuffing box type and shall consist of a bell, with exterior flange and interior recess for the sealing gasket, a pipe or fitting plain end, a sealing gasket, a follower gland, tee-head bolts and hexagon nuts.
 - 4. All valves for buried service on the water mains shall be of the mechanical joint type unless otherwise specified. Joints for ductile iron fittings shall be mechanical joint type only.

5. Mechanical joint plain and bell ends of fittings shall conform to the dimensions set forth in AWWA C111 (ANSI A21.11)
6. The cleaning and assembly of pipe and fitting joints shall be in accordance with the manufacturer's recommendations.

B. PVC

1. The joints for PVC pipe shall be of the push-fitting bell and spigot joint.
2. Before joining, the gasket shall be carefully fitted to the bell groove. Plain ends shall be suitably beveled to permit easy entry into the bell.
3. An approved lubricant which is water soluble and suitable for use with potable water in accordance with AWWA C111 shall be applied to the spigot.
4. The cleaning and assembly of pipe and fitting joints shall be in accordance with the manufacturer's recommendations.

2.6 RESTRAINED JOINTS

- A. The restraining of forces due to internal pressure at fittings, valves, or dead-ends shall be accomplished by various combinations of mechanically restrained joints with concrete reaction blocking as detailed on the project drawings.

- B. Mechanically restrained joints for both Ductile Iron and PVC water mains shall be as follows:

1. Ductile Iron Pine: Ductile iron pipe restraint shall be accomplished by mechanical joint retainer glands cast of ductile iron, Grade 60-42-10, and equipped with special alloy steel cupped and set screws. Restraining devices shall be:
 - a. Megalug series 1100 or 110SD (as applicable) as manufactured by EBAA Iron Sales, me., Eastland, Texas
 - b. Uni-Flange Model B by The Ford Meter Box Co., me, Wabash, Indiana,
 - c. or approved equal.

Restraining devices for connecting ductile iron pipe to ductile iron pipe (Bell Restraint Harness) shall be:

- a. Series 800, or 3600 (as applicable) as manufactured by EBAA Iron Sales, Inc., Eastland, Texas,
- b. Uni-Flange Series 1390 C by The Ford Meter Box Co., me, Wabash, Indiana,
- c. or approved equal.

Restraining gaskets for connecting ductile iron pipe to ductile iron pipe (Gripper Gaskets) shall be:

- a. Fastite as manufactured by American Ductile Iron Pipe, Birmingham, Alabama
- b. Field Lok 350 as manufactured by Griffin Pipe Products Co., Downers Grove, Illinois
- c. or approved equal.

All restrained joints shall have a minimum working pressure of 175 psi. Restraining devices shall be encased in polyethylene film as specified hereinbefore.

2. PVC: Restraining devices for connecting PVC pipe to ductile iron fittings shall be:
- a. Series 1600, 2000PV, or 2000SV (as applicable) as manufactured by EBAA Iron Sales, Inc., Eastland, Texas
 - b. Uni-Flange Series 1360
 - c. Or approved equal

Restraining devices for connecting PVC pipe to PVC pipe (Bell Restraint Harness) shall be:

- a. Series 1600, 2500, 2800, or 3600 (as applicable) as manufactured by EBAA Iron Sales, Inc., Eastland, Texas.
- b. Uni-Flange Series 1390 as manufactured by The Ford Meter Box Co., Inc, Wabash, Indiana
- c. or approved equal

Restraining devices shall be encased in polyethylene film as specified herein before.

2.7 RESILIENT SEAT GATE VALVES

- A. All gate valves shall be furnished with mechanical joint end connections, unless otherwise shown on the Drawings or specified hereinafter. Plastic pipe "stub-joint" ends on valves for PVC water mains will not be accepted. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure case on the body of the valve.
- B. Gate valves shall be resilient seated manufactured to meet or exceed the requirements of AWWA C509. Valves shall have a clear, unobstructed water way when fully opened shall be at least as large as the pipe inside diameter for which it is intended.
- C. All internal and external surfaces shall be coated with a fusion bonded epoxy to a minimum thickness of eight mils. Said coating shall be non-toxic, impart no taste to water and shall conform to AWWA C550 of latest revision. Said coating shall be applied to assembly such that all exposed areas, including end connection bolt holes, body-to-bonnet bolt holes, etc., shall be coated with epoxy. All hardware is required to be 316 stainless steel.
- D. Valves shall be provided with three O-ring stem seals, 2 located above the thrust collar and 1 located below. The O-rings shall be replaceable with the valve fully open and subject to full rated working pressure. The area between the O-ring shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. One antifriction washer shall be located below and one anti-friction washer above the thrust collar.
- E. The sealing mechanism shall provide 0 leakage at the water working pressure when installed with the line flow in either seat direction, and shall consist of a cast iron gate with a resilient urethane rubber seat completely encapsulated to the gate. Further, it shall be designed such that no sliding of rubber on the seating surfaces is required to compress the rubber. It shall also be designed such that compression-set of the rubber shall not affect the ability of the valve to seal when pressure is applied to either side of the gate.
- F. All valves shall be seat tested at the rated working pressure of 250 psi and shall test at 500 psi in accordance with Section 6 of AWWA C509. All valves shall be satisfactory for applications involving valve operation after long periods of inactivity.

- G. Gate valves set with valve boxes shall be provided with two inch square operating nut and shall be opened by turning to the left (counterclockwise). Each gate valve shall be installed in a vertical position with a valve box. An valve key shall be provided with every 20 hydrants. Provide one (1) set where quantity of valves is less than 20.
- H. Gate valves shall be:
 - 1. Mueller 2360 Series by Mueller Co. Decatur, Illinois. Open Counter-Clockwise.
- I. All gate valves shall be encased in polyethylene film as specified herein before.

2.8 VALVE BOXES

- A. Valve boxes shall be of 5 1/4 inch standard cast iron, two or three piece, screw type valve box with drop cover marked "WATER". Valve boxes for gate valves shall be three piece type; valve boxes for butterfly valves and other bonnetless valves shall be two piece type. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve box bases shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk or road surface, and two and three inches above ground in grass plots, fields, woods or other open terrain. A utility marker shall be provided for all valve box covers in open terrain.
- B. Valve boxes and covers shall be as manufactured by:
 - 1. Bingham & Taylor,
 - a. 3 Pc 5-1/4" Valve Box
 - b. 93 E 2-1/2" Service Box

2.9 CUSTOMER SERVICE CONNECTIONS

- A. Water service connections shall be 1" DR-9 200 PSI service tubing for residential service lines and all other sizes as called out in the detailed drawings. Sizes shall be as listed in the Bid. Locations of the various sizes shall be as directed by the landowner through Owner and Resident Project Representative.

2.10 CORPORATION STOPS

- A. Corporation stops, of the size required, shall be tapped directly into the water main using a double studded stainless steel tapping saddle. Corporation stops shall have AWWA C800 C.C. threaded inlet. Outlets shall be suitable for the type of service piping furnished and laid, and the Contractor shall verify compatibility with "copper tubing size" service piping as required before ordering stops.
- B. Corporation stops shall be Mueller H-15008 or H-15013 or approved equal. Saddles for PVC water mains shall be Romac stainless steel tapping saddles or approved equal. 101NS for 3/4 and 1" taps. 202NS for 1-1/2 and 2" taps.
- C. Brass products shall be lead free as defined in the "Reduction of Lead in Drinking Water Act". Manufacturer shall provide proof of product certification.
- D. Tapping sleeves for connection to existing water lines shall be of the mechanical joint type suitable for working pressures of 150 psi and shall have approximately 12 mils of fusion applied epoxy coating and stainless steel bolts. Tapping sleeves shall be Ford Style FTSC,

Mueller, or approved equal and shall be encased in polyethylene film as specified herein before.

- E. Tapping valves shall be of the mechanical joint type suitable for working pressures of 150 psi and shall be:

1. Mueller No. H-667,
2. American-Darling No. 565,
3. or approved equal.

- F. Tapping valves shall be encased in polyethylene film as specified herein before.

2.11 STEEL COUPLINGS

- A. Steel couplings for repairing sections of water lines or for continuing pipeline continuity shall not be used. All repair couplings shall be Ductile Iron solid sleeve mechanical joint fittings as specified herein before. Couplings shall be encased in polyethylene film as specified herein before.

2.12 BLOWOFF VALVES

- A. Blowoffs shall be installed at the locations shown on the Drawings or as directed by the Resident Project Representative. Blowoff assemblies shall be connected on the main by tapping saddle without the requirement of a 90-degree brass elbow. The two-inch services piping shall be polyethylene as specified. The blowoff valves shall be installed at the upper side quadrant of the pipe (approximately at 10:00 o'clock or 2:00 o'clock).
- B. The blowoff assemblies shall be non-freezing, self-draining type, with an overall length of 42". Set underground in a service box, these hydrants will be furnished with a 2" FIP inlet, a non-turning operating rod, and shall open to the left. All of the working parts shall be of brass-to-brass design and be serviceable from above grade with no digging. The outlet shall also be brass and 2-1/2 inch NST. Hydrants shall be lockable to prevent unauthorized use. Blowoff hydrants shall be No. 78 blow-off hydrant as manufactured by Kupferle Foundry Co., St. Louis, MO, or approved equal.
- C. All buried assemblies shall be polyethylene encased as specified herein before.
- D. The outlet shall be enclosed in a gray 17" x 32" composite service box, style PC, with a solid, bolt down locking cover, stamped "WATER", standard duty Or heavy duty as required by each location and as manufactured by Quazite Corporation, Lenoir City, TN, CDR Systems Corp, or approved equal. Box shall be set on a crushed stone or gravel base as shown in the detail on Drawing sheet WD-1. Pipe connections shall be suitable for the type of pipe used. All parts shall be designed for a maximum hydraulic test pressure of 200 pounds per square inch. Concrete blocking shall be placed around the valve and fittings.
- E. Brass products shall be lead free as defined in the "Reduction of Lead in Drinking Water Act". Manufacturer shall provide proof of product certification.

2.13 FIRE HYDRANTS

- A. The Contractor shall furnish and install fire hydrants at locations indicated on the drawings and/or directed by the Resident Project Representative. Hydrants shall conform in all respects to the requirements of AWWA C502, be listed by Underwriters Laboratories, Inc. and have Factory Mutual Research approval.

- B. Hydrant barrel shall have safety breakage feature above the ground line. All hydrants shall have six (6) inch mechanical joint shoe connection, two (2) 2 -1/2 inch discharge nozzles and one (1) 5 inch pumper nozzle with Storz Fitting. Connection threads shall conform to local standards. Main valve shall have 5 -1/4" inch full opening and be of the compression type opening against water pressure so that valve remains should barrel be broken off.
- C. Hydrants shall be fully bronze mounted. Main valve shall have a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports capable of providing positive automatic drainage as the main valve is open or closed. Drainage waterways shall be completely bronze to prevent rust and corrosion. All hardware below the surface of ground shall be 316 stainless steel.
- D. Operating stem shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stop shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with o-ring seals.
- E. The operating nut shall be protected by a cast iron weather shield. The operating nut size and shape shall be pentagon style.
- F. Hydrant shall have an upper valve plate and two (2) rubber facings which activate the drain ports. Hydrant shall be manufactured with a bronze lower valve plate which bottoms out in the shoe for maximum opening.
- G. Hydrant shall be manufactured with a main valve seat ring of bronze threaded into a bronze drain ring. A 360 degree drain channel shall have a minimum of two (2) draining outlets. All drainage outlets shall have set screws/plugs installed such that the hydrant barrel is non-draining after usage.
- H. Hydrant shall be a "Traffic Model," complete with safety flanges and steel stem coupling. Nozzle section must rotate 360 degrees
- I. Hydrant shall be manufactured with nozzles mechanically locked into the barrel and having O-ring seals.
- J. Hydrants shall be designed for 250 psi working pressure and shop tested to 500 psi pressure with main valve both open and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet.
- K. All piping in connection of fire hydrant to water main shall be ductile iron pipe as specified herein before. Water main tee fitting shall be ductile iron.
- L. Hydrants shall be set plumb and backed with at least two (2) cubic feet of Class "c" concrete or equivalent. Set hydrants so that centerline of pumper nozzle is minimum 18 inches above finished grade. An operating wrench and traffic damage repair kit shall be provided with every 15 hydrants. Provide one (1) set where quantity of hydrants is less than 15.
- M. A concrete collar shall be provided around the gate valve box cover as shown on Drawings. Contractor shall provided and install barrel extensions such that the base of the hydrant shall extend above finished grade between 2 to 4 inches.
- N. Fire hydrants shall be open counter-clockwise.
 - 1. Mueller A423.

- O. A five (5) year limited warranty on each hydrant shall be provided to the Owner upon completion of the project.

PART 3 EXECUTION

3.1 LOCATION OF WATER MAIN

- A. The Contractor shall consult the up-to-date easement map by the Owner to determine the exact placement of the water main. The easement map supersedes the location of the water main as shown on the Drawings.

3.2 EXCAVATION FOR PIPELINE TRENCHES

- A. Unless otherwise directed by the Engineer, trenches in which pipes are to be laid shall be excavated in open cut to the depths required by field conditions or as specified by the Engineer. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the pipe to be properly bedded. Installation shall be in accordance with ASTM-D-2321 except as modified herein and as shown on Drawing Details.
- B. Excavation may be undercut to a depth below the required invert elevation that will permit laying the pipe in a bed of granular material to provide continuous support for the bottom quadrant of the pipe. When this method is used, the bedding shall be as set out in Paragraph 3.02 hereinafter.
- C. Trenches shall be of sufficient width to provide free working space on each side of the pipe and to permit proper backfilling around the pipe, but unless specifically authorized by the Engineer, trenches shall in no case be excavated or permitted to become wider than 2'-0" plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench does become wider than 2'-0" at the level of or below the top of the pipe, special precaution may be necessary, such as providing compacted, granular fill up to top of the pipe or providing pipe with additional crushing strength as determined by the Engineer after taking into account the actual trench loads that may result and the strength of the pipe being used. The Contractor shall bear the cost of such special precautions as are necessary.
- D. All excavated materials shall be placed a minimum of two feet (2') back from the edge of the trench.
- E. Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may necessitate changing the line or grade of the pipeline.
- F. The trench shall be straight and uniform so as to permit laying pipe to lines and grades given by the Engineer. It shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled. Removal of trench water shall be at the Contractor's expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times. When directed by Owner, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.

- G. Minimum cover of 48" shall be provided for all pipelines.

3.3 PIPE BEDDING

- A. All water main pipe shall be supported on a bed of #8 Limestone. Bedding material shall be free from rock and be acceptable to the Engineer. In no case shall pipe be supported directly on rock. When rock is encountered in the trench bottom bedding shall consist of the fine gravel or ODOT crushed stone only.
- B. In all cases the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe and insofar as possible where bell and spigot pipe is involved so that none of the load will be carried on the bells.
- C. Where undercutting and granular bedding is involved it shall be of such depth that the bottom of the bells of the pipe will be at least three inches above the bottom of the trench as excavated. Undercutting is not a separate pay item.
- D. In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. Crushed stone or other such granular material, if necessary, as determined by the Engineer to replace poor subgrade material, shall not be a separate pay item. Removal of poor material is not a separate pay item.
- E. Installation shall be in accordance with ASTM D 2321 except as modified hereinafter.

3.4 PIPE INSTALLATION AND JOINTING

- A. Jointing of Push-On-Type or mechanical Joint Pipe with rubber gasket couplings shall be accomplished in accordance with the manufacture's recommendations.

3.5 LAYING PIPE

- A. The laying of pipe in finished trenches shall be commenced at the lowest point so the spigot ends point in the direction of flow.
- B. All pipes shall be laid with ends abutting and true to line and grade as given by the Engineer. Supporting of pipes shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipes on blocks be permitted.
- C. Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure its being clean. Each piece of pipe shall be lowered separately unless special permission is given otherwise by the Engineer. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, they shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.
- D. Pipe shall not be laid on solid rock. A pad of granular material as specified in Paragraph 3.02 "Pipe Bedding", shall be used as a pipe bedding. Pipe bedding is not a separate pay

item. Irregularities in subgrade in an earth trench shall be corrected by use of granular material.

- E. When ordered by the Engineer, unsuitable materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe.
- F. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood or fabricated plug fitted into the pipe bell, so as to exclude earth or other material, and precautions taken to prevent flotation of pipe by runoff into trench.
- G. No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade, in the section laid.
- H. Jointing of push-on type or mechanical joint pipe with rubber gasket couplings shall be in accordance with pipe manufacturer's recommendation.
- I. Where directed, water services under highways shall be installed by boring plastic or copper service piping under the roadway without a cover pipe. Minimum depth of cover on water service lines bored under all roads shall be 48".

3.6 SETTLEMENT OF TRENCHES

- A. The Contractor shall be responsible for any trench settlement which occurs along the installed water mains within one year from the time of final completion of the work. If additional seeding or sodding is required because of trench settlement within this time, it shall be repaired by the Contractor at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Owner.
- B. Wherever water lines are in, or cross, driveways and streets, the Contractor shall be responsible for any trench settlement which occurs within these rights-of-way within one year from the time of final completion of the work. If paving shall require placement because of trench settlement within this time, it shall be replaced by the Contractor at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Owner and/or the governing highway agency.
- C. The Contractor shall be responsible for restoration of all disturbed areas within the right of way of State and U.S. Highway routes for a period of one (1) year after final completion of the work.

3.7 WATER MAIN CONSTRUCTION NEAR SANITARY SEWERS

- A. Water mains shall be laid at least ten feet horizontally from any existing sanitary sewer or force main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, the water main may be installed closer to a sewer provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer. Should the vertical separation requirement not be possible, then the water main shall be completely encased in concrete until these location requirements can be met.
- B. Water mains crossing sanitary sewers or force mains shall be laid to provide a minimum vertical distance of 18" between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, one full length of water main shall be located so both joints will be as far from

the sewer as possible. Special structural support for the water main and sewer pipes may be required. No water main shall pass through or come in contact with any part of a sewer manhole.

3.8 BITUMINOUS CONCRETE HIGHWAY, STREET AND DRIVEWAY REPLACEMENT

- A. The Contractor shall replace those sections of existing roads, streets and driveways required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges at least twelve (12) inches outside each edge of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be re-cut and trimmed to square, straight edges after the pipeline has been installed and prior to placing the new base and pavement.
- C. Backfilling of the trench shall be in accordance with applicable methods, as applicable and described hereinbefore. Base course for the paving shall be a compacted aggregate base course of crushed stone to the depths indicated on the Drawing Details.
- D. A subslab of reinforced concrete shall be placed for Bituminous Highways with concrete subslabs as indicated on the Drawings. The subslab shall have a minimum thickness of 8 inches. Concrete for the subslab shall be 3000 psi, in accordance with the Details shown on the Drawings. For concrete driveways the concrete thickness shall be equal to the depth of existing pavement and in no case less than 6 inches.
- E. The Bituminous wearing surface of roads, streets, and driveways shall be plant mix bituminous concrete, furnished and placed in accordance with the current requirements of the Ohio D.O.T. Standard Specifications equal to a depth of existing paving and in no case less than three and one half (3-1/2) inches in roads and streets and 2 inches in driveways.

3.9 UNPAVED DRIVEWAY/ALLEY (CRUSHED STONE) SURFACE REPLACEMENT

- A. The Contractor shall replace those sections of existing driveways and parking areas required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Material for backfilling of the pipeline trench shall be dense-graded aggregate, matching the materials of the existing driveway, in accordance with applicable methods as described hereinbefore.

3.10 REPLACEMENT OF EXISTING MAIL BOXES, CULVERTS, CLOTHES LINE POSTS, FENCES, DRAIN TILE, AND OTHER SUCH FACILITIES

- A. Existing mail boxes, drainage culverts, drainage tile, clothes line posts, fences and the like shall not be damaged or disturbed unless necessary, in which case they shall be replaced in as good condition as found as quickly as possible. Existing materials shall be reused in replacing such facilities when materials have not been damaged by the Contractor's operations. Existing facilities damaged by Contractor's operation shall be replaced with new materials of the same type at the Contractor's expense. Work in this category is not a pay item.

- B. All existing farm field or roadway drain tiles shall be maintained in service wherever work under this Contract interferes with such facilities. Any such drains that have been disturbed shall be replaced as detailed on Drawing Details. Replacement shall occur immediately upon disruption of the drain tile and prior to trench backfilling.
- C. Replacement of paved drainage ditches within highway right-of-way shall be accomplished in accordance with Ohio Department of Transportation specifications.

3.11 TESTING

- A. As a minimum, all water mains shall be tested in accordance with the Hydrostatic Testing Requirements of AWWA C600. In addition, on all projects involving the installation of water pipeline, the finished work shall comply with the provisions listed below (in all cases, the more stringent of the two requirements shall govern):
- B. The maximum length of pipeline to be tested at one time is 5000 feet. Where practicable, pipelines shall be tested between line valves or plugs.
- C. All pressure piping (lines not laid to grade) shall be given a hydrostatic test to the rated working pressure of the pipe (150 psi minimum), under which leakage shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe. Loss of water pressure during test shall not exceed 10 psi in a 24 hour period, 5 psi in a 10 hour period or, 0 psi in a 4 hour period.
- D. Leakage in pipelines, when tested under pressure of 50 psi excess of normal operating pressure, shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe.
- E. Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of tests. The pressure recording device shall be suitable for outside service, with a range from 0-200 psig, 24 hour spring wound clock, designed for 9-inch charts, and shall be approved by the Engineer. For Contractor's information only, such pressure recording devices may be available from the Foxboro Company, Foxboro, Massachusetts; Bristol Division of ACCO, Waterbury, Connecticut; or Weksler Instruments Corporation, Freeport, New York.
- F. Pipelines shall be tested before backfilling at joints except where otherwise required by necessity or convenience.
- G. Duration of test shall be not less than four (4) hours where joints are exposed and not less than 24 hours where joints are covered.
- H. Where leaks are visible at exposed joints and/or evident on the surface where joints are covered, the joints shall be laid and leakage must be minimized, regardless of total leakage as shown by test.
- I. All pipe, fittings, valves, and other materials found to be defective under test shall be removed and replaced at no additional expense to the Owner.
- J. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.
- K. Where nonmetallic joint compounds are used., pipelines should be held under normal operating pressure for at least three days before testing.

- L. The Owner will provide initial water for testing the pressure piping. Should the first test fail to pass, all additional water required for subsequent tests shall be furnished at the Contractor's expense.
- M. The cost of testing of pressure piping is incidental and is to be included in the Contractor's unit cost price for water main installation. This includes all sampling, transportation of samples, and all laboratory fees.
- N. All testing shall be done in the presence of the RPR. RPR will initial each sample prior to Contractor delivering to lab.
- O. Contractor shall coordinate all testing with the Owner with at least a 24 hour notice.

3.12 CLEAN UP

- A. Upon completion of installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the Work. The Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line. For more specific requirements see Section 01740.

3.13 DISINFECTION OF POTABLE WATER LINES

- A. The new potable waterlines shall not be placed in service--either temporarily or permanently--until they have been thoroughly disinfected in accordance with the requirements of AWWA C-651 and to the satisfaction of the Engineer.
- B. After testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. The Contractor is responsible for the disposal of highly chlorinated water (in accordance with AWWA C-651 and all local, state, and federal requirements) flushed from the main.
- C. Water mains shall be flushed, prior to sampling, at a minimum 2.5 foot per second velocity. Bacteriological sampling shall be done by the Contractor at a maximum of 1200 foot intervals along all new mains. Samples at the ends of terminal lines must be taken from the blowoff. The Contractor shall provide any additional taps as required to meet this requirement at no additional cost to the Owner. Newly installed mains must show a chlorine residual indicative of normal system characteristics.
- D. All testing costs and scheduling shall be the responsibility of the Contractor. All testing shall be taken in the presence of the Engineer. All samples must be initialed by the Engineer or an authorized representative, and no sample will be accepted with a free chlorine residual of less than 0.5 ppm.
- E. Contractor shall be responsible for all flushed water during testing/flushing operations that include de-chlorination, damage to ditch, private property, etc.

**SECTION 33 1313
WATER STORAGE TANK DISINFECTION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Water tank disinfection.
 - 2. Bacteriological testing.
- B. Related Requirements:
 - 1. Section 33 1620 – Composite Elevated Water Storage Tank

1.2 REFERENCE STANDARDS

- A. American Water Works Association:
 - 1. AWWA C652 - Disinfection of Water Storage Facilities.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.
- B. Disinfection Procedure:
 - 1. Submit description of procedure, including type of disinfectant and calculations indicating quantities of disinfectants required to produce specified chlorine concentration.
 - 2. Comply with Sections 3 and 4 of AWWA C652.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Certify that disinfectants meet or exceed AWWA C652 requirements.
- E. Test and Evaluation Reports: Indicate results of bacteriological and residual chlorine laboratory test reports.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Qualifications Statement:

1. Submit qualifications for applicator.

1.4 QUALITY ASSURANCE

- A. Perform Work in compliance with AWWA C652.
- B. Perform Work according to all applicable standards.
- C. Maintain copy of each standard affecting Work of this Section on Site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store disinfectants according to manufacturer's recommendations and in a cool, dry place away from combustibles such as wood, rags, oils, and greases.
- D. Handle disinfectants according to manufacturer's safety precautions.

PART 2 - PRODUCTS

2.1 DISINFECTANTS

- A. Chlorine Forms: According to AWWA C652, Section 4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7000 - Execution and Closeout Requirements: Requirements for application examination.
- B. Inspection:
 1. Conduct inspection of tank interior before beginning disinfection.
 2. Verify that tank is clean and free of polluting materials.

3. Verify that tank pipe and vent connections are properly made and clear of obstructions.
4. Verify that paint is thoroughly cured according to paint manufacturer's instructions.

3.2 PREPARATION

- A. Section 01 7000 - Execution and Closeout Requirements: Requirements for application preparation.
- B. Furnish personnel working inside tank during disinfection with equipment to comply with Federal and State regulations for Work conducted in a hazardous atmosphere.
- C. Protect aquatic life and vegetation from damage from disinfectant solution purged from tank.

3.3 APPLICATION

- A. Use method for disinfecting tank in Section 4 of AWWA C652:
 1. Chlorination Method 3.
- B. Disposal:
 1. Neutralize disinfectant solution before disposal.
 2. Legally dispose of disinfection solution off Project Site.
- C. Repair damage caused by disinfectant solution and disinfection procedures.

3.4 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Requirements for inspecting and testing.
- B. Sampling:
 1. Collect samples of water from filled tank for bacteriological analysis according to Section 5 of AWWA C652.
 2. Take inlet and outlet water samples.
- C. Test water samples for bacterial contamination, residual chlorine, and any additional applicable criteria according to procedures of State Health Department, MDEQ or EPA, whichever has jurisdiction.
- D. When water samples fail to meet State Health Standards for potable water, perform following corrective measures until water quality conforms to State Health Standards:

1. Inlet and Outlet Water Sample Failure: Eliminate source of contamination in water supply, repeat disinfection, and retest water quality.
 2. Outlet Water Sample Failure: Repeat disinfection and retest water quality.
- E. Pay for all direct and indirect costs for disinfection, sampling and testing including such additional measures required if the samples fail test.

END OF SECTION 33 1313

**SECTION 33 1620
COMPOSITE ELEVATED WATER STORAGE TANK**

PART 1 – GENERAL

1.01 Summary

A. Work Included

This section includes the design, construction, testing, and commissioning of a Composite elevated tank and related work including foundations, mechanical, and appurtenances.

B. Related Documents

Drawings and the general provisions of this document, including General Conditions, Supplemental Conditions, Special Provisions and other Division 1 Sections apply to work in this section.

C. Related Sections

Section 02 0614	Geotechnical Data Report
Section 26 0000	Electrical
Section 33 1313	Water Storage Tank Disinfection
Section 46 3000	TTHM Removal System and Mixer

1.02 References

The latest version of the following Specifications, Codes and Standards are referenced in this section.

ACI 117	Standard Tolerances for Concrete Construction and Materials
ACI 304	Guide for Measuring, Mixing, Transporting and Placing Concrete
ACI 305	Hot Weather Concreting
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements for Structural Concrete
ACI 347	Guide to Formwork for Concrete
AISC S335	Specification for Structural Steel Buildings
ANSI B16.5	Pipe Flanges and Flanged Fittings
ANSI ASCE 7	Minimum Design Loads for Buildings and Other Structures
API 650	Welded Steel Tanks for Oil Storage
ASTM A 123	Zinc Coatings on Iron and Steel Products
ASTM A 240	Stainless Steel Plate, Sheet and Strip for Pressure Vessels
ASTM A 285	Pressure Vessel Plates, Carbon Steel
ASTM A 774	Welded Stainless Steel Fittings
ASTM A 778	Welded Stainless Steel Tubular Products

AWWA D100	Welded Steel Tanks for Water Storage
AWWA D102	Coating Steel Water Storage Tanks
AWWA C652	Disinfection of Water Storage Facilities
FAA 70/7460-1H	Obstruction Marking and Lighting
NACE RP0178	
NFPA NEC	National Electric Code
NFPA 780	Standard for the Installation of Lightning Protection Systems
NSF 61	Standard for Drinking Water System Components
OSHA 29 CFR	Part 1926 Safety and Health Regulations for Construction
SSPC VIS-89	Visual Standard for Abrasive Blast Cleaned Steel

1.03 System Description

A. Elevated Tank

The Composite elevated tank shall consist of the following: foundation, reinforced concrete support structure and a welded steel water tank. The support structure shall extend vertically from the foundation as a circular concrete wall. A concrete slab shall be provided as structural support for the steel tank within the perimeter of the wall. A reinforced concrete ring beam shall be provided to connect the steel tank, concrete dome and concrete support wall. The elevated tank shall be in accordance with the shape, dimensions and details required by these specifications and drawings.

B. Operating Parameters

Minimum capacity within operating range	2,000,000	GAL
Maximum operating range	40	FT
Maximum fill rate	1,000	GPM
Elevation - overflow/top capacity level	709.50	FT
- grade slab	598.50	FT
- final ground	598.00	FT
Support wall diameter	54	FT

C. General Design Standards

Structural design of the elevated storage tank shall conform to the following design standards except as modified by this section.

Foundations and Support Structure	ACI 318 and ASCE 7
Composite Tank	AWWA D107

D. Design Loads

Design loads shall be in accordance with ASCE 7 for Category IV (essential facility) structure and per the load combinations published in the latest version of AWWA-D107 for design of a composite water storage tank.

E. Combination of Loads

The effect of combination of loads shall be considered in accordance with the following.

$$1.4(D + F)$$

$$1.2(D + G) + 1.5F + 1.6(S + L)$$

$$1.2(D + F) + 0.5(S + G) + L + W$$

$$1.2(D + F) + 0.5G + L + E_h + E_v$$

$$0.9D + W$$

$$0.9D + F + E_h + E_v$$

D	=	Effect of dead load.
F	=	Effect of water load.
E	=	Effect of horizontal and vertical seismic load.
L	=	Effect of interior or roof live load.
S	=	Effect of roof snow load.
W	=	Effect of wind load.
F		Foundation Design

The foundations shall be designed by the Contractor to safely support the structure based on the recommendations of the geotechnical report. Foundations shall be sized in accordance with AWWA D107, Section 7, "Foundations".

1.04 Submittals

A. Submit the following with the proposal:

A preliminary section view drawing of the tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, support wall thickness and pour height, concrete slab thickness, the elevation of low and high water levels, interior wet, interior dry and exterior paint areas, and other information required to show compliance with the specification. If the proposed design does not comply with the specifications, the bid shall be rejected.

B. Construction Drawings

Provide elevation, plan and sectional view drawings of the foundation, support structure, tank and all appurtenant equipment and accessories. Show the location, dimensions, material specifications, and finish requirements. The submission shall be sealed by professional engineer registered in the State of the project.

Foundation details shall include excavation, soil protection and backfill.

Reinforced concrete details shall include construction joints, openings and inserts. Reinforcement shall be clearly indicated on the structural drawings and identified by mark numbers that are used on the fabrication schedule. Location, spacing and splice dimensions shall be shown. Placement and fabrication details shall conform to ACI 318.

Steel tank details shall include weld joints and a layout showing all primary and secondary shop and field welds.

C. Construction Procedures

Provide procedures for the support structure forming system. Procedures shall include form removal criteria and minimum elapsed time for adjacent concrete placement.

Provide shop and field weld procedures for all structural joints on the steel tank.

D. Design Data

Provide a table showing capacity of the tank in gallons at all levels in one foot increments.

Provide a summary of the design for the foundation, support structure, tank and other components. Include the design basis, loads and load combinations and results.

Provide a finite element analysis that accurately models the intersecting elements of the interface region. The interface region includes those portions of the concrete support structure and steel tank affected by the transfer of forces from the tank cone and the tank floor to the concrete support wall. The analysis shall provide results including the shear, moment, and compression or tension caused by the intersecting elements in the interface region.

E. Product Data

Provide a separate concrete mix design for each concrete compressive strength required or specified.

Provide technical data and color samples of all coating products.

Provide manufacturers descriptive information for appurtenant equipment and accessories that are not detailed on the construction drawings.

F. Reports/Certification

Provide documentation of all tests, inspections and certifications required by this section.

Provide qualifications of all welders.

Provide proof of insurance for Professional Liability with a minimum limit of \$2,000,000 each occurrence and aggregate.

1.05 Quality Assurance

A. Experience Requirements of Tank Contractor

The work described in this section shall be performed by a company that specializes in the design and construction of composite elevated tanks. The tank contractor shall have the following qualifications:

1. A minimum of ten years experience in composite tank design and construction.
2. The design, construction and commissioning of a minimum twenty Composite elevated tanks of equal or greater capacity. These tanks shall be of the same design and constructed using forming systems as detailed by this specification.

B. Quality Assurance

Elevated tank design, concrete support structure construction and steel tank construction shall not be subcontracted. These items shall be self performed by the contractor.

C. Regulatory Requirements

The specifications, codes and standards referenced in paragraph 1.02 shall govern the work with regard to materials, design, construction, inspection and testing to the extent specified.

Personnel safety equipment shall be provided in accordance with OSHA requirements and manufacturers documentation. A certified health and safety technician (CHST) will

perform spot inspections of the field activities. The safety supervisor is to be a full-time employee of the tank manufacture.

Providing a safe work environment is critical for this project, other contractors, and the community. Given the complexity of the project and risk associated with the work, all tank contractors are required to submit the following information with their bids. This information will be used in the bid evaluation and selection of the Contractor.

The tank contractor shall submit the following information with the bid:

1. List and summary of recordable injuries and fatalities in the last ten (10) years.
2. Names and resumes of full-time, credentialed health and safety employees. To be considered credentialed, the minimum acceptable level of certification is Certified Health and Safety Technician (CHST).

1.06 Delivery, Storage & Handling

A. Handling and Shipping

The Contractor shall handle materials and fabricated components in a manner that will protect them from damage. Allow painted materials adequate cure time prior to stacking or shipping.

B. Storage and Protection

Protect delivered materials and equipment from damage. Store in well drained areas and provide blocking to minimize contact with the ground.

1.07 Project Conditions

A. Permits and Easements

Permits, licenses, and easements required for permanent structures, changes in existing facilities or advancement of the construction as specified shall be secured and paid for by the Owner prior to the start of construction. These include building permits, airspace authority approval, site access easements, highway crossing permits, etc.

Licenses or permits of a temporary nature required by specific trades shall be the responsibility of the Contractor.

B. Existing Conditions

A geotechnical investigation has been carried out at the site and a report has been incorporated within these specifications. The net allowable bearing pressure of shallow foundations and/or the allowable capacity of deep foundation elements have been defined in this report. The Contractor shall be responsible for securing any further geotechnical information required beyond that provided in this report.

C. Access

The Contractor shall provide access from public roads to the tank site unless otherwise specified.

D. Working Conditions

Safety and Health - The Contractor shall comply with safe working practices and all health and safety regulations of OSHA, state and local health regulatory agencies and Material Safety Data Sheets (MSDS). Provide protective and lifesaving equipment for persons working at the site.

1.08 Sequencing and Scheduling

A. Schedule

The Contractor shall provide a schedule indicating the design, submittals, site work and the major components of construction including foundation, support structure and steel tank. In addition, show tank painting, electrical installation and other significant activities. Update the schedule as required.

B. Certifications

Provide certification from the engineer of record that the elevated tank has been designed in accordance with the requirements of the specification.

Provide certification that testing and inspection requirements of 3.07 have been performed and the results comply with the requirements of the specification.

1.09 Guarantees

The Contractor shall guarantee the structure, appurtenant equipment and accessories provided under this section against defective design, workmanship or materials for a period of one year from the date of substantial completion. If notified within this period, the Contractor shall

repair any defects at no cost to the Owner. Defects caused by damaging service conditions are not covered.

All guarantees for materials, equipment and accessories provided under this section shall be obtained by the Contractor and submitted.

1.10 Insurance

In addition to any requirements specified in the General and/or Supplemental Conditions, the Contractor shall maintain Professional Liability insurance with a minimum limit of \$2,000,000 each occurrence and aggregate.

PART 2 - PRODUCTS

2.01 Materials

A. Reinforced Concrete

Concrete materials and reinforcement shall comply with ACI 318, except as modified in this section.

B. Steel Tank

Steel tank components, including steel plates, sheets, structural shapes and filler metals shall be in accordance with AWWA D107, Section 5, "Steel Tank".

2.02 Concrete Foundation

The concrete foundation shall be designed in accordance with ACI 318. Minimum specified compressive strength shall be 4000 psi at 28 days. The service load reinforcement tension stress shall not exceed 30,000 psi under dead plus water load unless flexural cracking is otherwise controlled in accordance with ACI 318.

2.03 Concrete Support Structure

The concrete support structure shall be designed in accordance with ACI 318. The specified compressive strength of concrete shall be as required by design, but not less than 4000 psi at 28 days. The maximum specified compressive strength of concrete for the wall and dome shall be 6000 and 5000 psi respectively.

A. Support Wall

Support wall shall be reinforced concrete with a minimum thickness of 8 inches exclusive of any architectural relief. Wall thickness shall be provided such that the average compressive stress due to the weight of the structure and stored water is limited to 25% of specified compressive strength, but not greater than 1000 psi. A minimum total wall reinforcement of 0.15% vertically and 0.20% horizontally shall be distributed approximately equally to each face. A minimum of 0.75% vertical reinforcement shall be provided in the top 6 ft. of the wall extending into the concrete ring beam. Minimum concrete cover for interior / exterior faces shall be 1 inch and 1-1/2 inches respectively.

B. Tank Floor

Tank floor shall be a reinforced concrete dome not less than 8 inches thick. The average compressive stress due to the weight of the structure and stored water shall not exceed 13% of the specified compressive strength, nor greater than 600 psi. Minimum total reinforcement in orthogonal directions shall be 0.40% distributed approximately equally to each face. Additional reinforcement shall be provided for stress caused by edge restraint effects.

C. Openings

The effects of openings in the wall shall be considered in the design. Not less than 60% of the interrupted reinforcement in each direction shall be placed each side of the opening. Reinforcement shall extend past the opening not less than half the transverse opening dimension.

Openings wider than 3 ft. 6 in. shall be subjected to a rigorous analysis taking into account the stress concentrations and diminished lateral support that exist in the vicinity of such openings. Each side of the opening shall be designed as a column in accordance with ACI 318.

Openings 8 ft. 0 in. or wider used for vehicle access shall be strengthened against vehicle impact and local buckling by means of an internal buttress located on each side of the opening. The buttress shall consist of a thickened, reinforced concrete wall section that is integrally formed and placed with the support wall. The buttress section shall be not less than 3 ft. 0 in. wide and 6 in. thicker than the nominal wall dimension.

2.04 Concrete Support Structure / Steel Tank Interface

A. Interface Region

The interface region includes those portions of the concrete support structure and steel tank affected by the transfer of forces from the tank cone and the tank floor to the concrete support wall. This includes a ring beam and connection details. The Contractor shall provide evidence that a thorough review of the interface region has been performed. Finite element and finite difference analyses are the required methods for examining such local stresses in detail.

The geometry of the interface shall provide for positive drainage and not allow either condensate or precipitation to accumulate at the top of the concrete wall or ring beam.

B. Ring Beam

The ring beam shall be reinforced concrete with a nominal width and height of at least two times the support wall thickness. Minimum radial and circumferential reinforcement shall be 0.25%. For direct tension, reinforcement shall be provided such that the average service load stress in tension reinforcement due to the weight of the structure and stored water does not exceed 12,750 psi.

Ring beam design shall consider unbalanced forces from the steel tank cone and concrete dome, load conditions varying with water level, eccentricity of loads resulting from design geometry, and allowance for variations due to construction imperfection and tolerance.

2.05 Steel Tank

A. General

The steel tank shall be all welded construction and shall be designed in accordance with AWWA D107, Section 5, "Steel Tank". The required capacity and dimensions of the tank are noted on the drawings and in this section of the specifications. All exposed lap joints shall be fully seal welded on both sides.

B. Plate Thickness

All members shall be designed to safely withstand the maximum stress to which they may be subjected during erection and operation. The minimum thickness of any steel plate in contact with water shall be 1/4 in. The minimum thickness of any steel plate not in contact with water shall be 3/16 in.

C. Roof Support

All structural members supporting the roof of the steel tank shall be flat bar or sealed square tubular sections. I-beams or other sections with horizontal projections may be used if the nominal depth is 10 in. or greater. Support beams shall be seal welded to the underside of the roof plate along the entire length of the beam.

D. Cone

Conical sections of the tank that support water shall be designed in accordance with AWWA D107, Section 5, "Steel Tank". To ensure an aesthetically pleasing tank and minimize mold growth the design of the cone and shell plate(s) shall minimize the number and total length of visible weld seams (shop and field). A scaled plate layout sketch must be provided with the bid, or be cause for rejection, noting that the use of any cone or shell plate (excluding roof plates) with widths and/or lengths equal to or less than 7' x 26' for the cone and 8' x 37' for the shell is unacceptable.

2.06 Appurtenances and Accessories

A. General

Accessories shall comply with the minimum requirements of the Specifications, Codes and Standards listed in 1.02, and the operating requirements of the structure.

B. Ladder Access

Ladders shall be provided from the slab on grade inside the base of the support wall to the upper walkway platform located below the tank floor. The tank floor manhole shall be provided with ladder access from the upper platform. A ladder shall extend from the upper platform, through the access tube interior to the roof. A ladder mounted on the access tube exterior shall be provided for access to the tank interior, extending from the roof manhole to the tank floor.

Ladders that terminate at platforms or landings shall extend a minimum of 48 in. above the platform elevations. A safety extension shall be provided at the top of the ladder under hatch(s). The safety extension shall be a Ladder Up Safety Post as manufactured by Bilco or equal. The post shall extend 42-inches above the top of the ladder and be constructed of hot dip galvanized steel. Mounting hardware shall be galvanized.

Ladders located in the concrete support structure and access tube interior shall be galvanized steel. Tank interior ladders shall be coated in accordance with the tank interior coating system.

Ladder side rails shall be a minimum 3/8 in. by 2 in. with a 16 in. clear spacing. Rungs shall be minimum 3/4 in. diameter, spaced at 12 in. centers and plug welded into holes drilled in the side rails. Tank interior ladders shall be provided with 1 in. diameter rungs and 1/2 in. x 2 in. side rails and shall be fully seal welded.

Ladder shall be secured to the adjacent structure by brackets located at intervals not exceeding 10 ft. Brackets shall be of sufficient length to provide a minimum distance of 7 in. from the center of rung to the nearest permanent object behind the ladder. Ladder brackets located on the access tube exterior shall be reinforced at the access tube shell so that potential ice damage is confined to the ladder and bracket and not the access tube shell.

C. Safe Climbing Device

High strength aluminum, rigid rail safe climbing devices shall be provided on all ladders. Rails shall be center mounted and extend from 3 ft. above the ladder bottom to the top of the ladder section. Mounting brackets, fasteners and splice bars shall be provided as required for a rigid installation.

Three trolleys with snap hooks shall be provided that are designed to be operated with the aluminum rail. A safety body harness with front and side rings shall be supplied for each trolley.

A caution sign shall be provided at the lowest point of access to the ladder requiring safe climbing devices. The sign shall read "CAUTION – Safety Equipment Required When Climbing Ladder ". The sign shall be secured to the wall.

D. Rest Platforms

Rest platforms shall be provided at maximum 50 ft. intervals along the support wall ladder. Platforms shall be minimum 3 ft. by 5 ft. and complete with handrails, mid rails and toe plates in accordance with OSHA requirements. Grating shall be used for the walking surface and shall be suitably hinged at the ladder penetration. Platforms shall be arranged for straight run ladder and operable without removing fall prevention equipment. All components shall be galvanized steel.

E. Platforms

A 4 ft. wide upper walkway platform shall be located at the top of the support wall to provide access from the support wall ladder to the roof access ladder located on the

interior of the access tube. Platforms shall be provided with handrails, mid rails and toe plates in accordance with OSHA requirements. Grating shall be used for the walking surface. All components shall be galvanized steel.

F. Support Wall Doors

1. Personnel Door

Door frames shall be 16-gauge with concealed reinforcement at hardware locations. Expansion type anchors for existing openings shall be installed near the top, bottom and intermediate point of each jamb to rigidly secure the frame. Doors shall be 1 3/4 in. thick insulated, reinforced, full, flush type with 18-gauge face sheets and concealed reinforcement at hardware locations. All edges shall be finished flush with watertight seams. Shop applied finish for the frame and door shall be baked on rust inhibitive primer. Field finish shall be compatible with the tank exterior. Standard hardware shall be stainless steel and include three 4 1/2 in. by 4 1/2 in. hinges, industrial duty closer and lockset. Quantity and location of personnel door(s) shall be as shown on the drawings.

2. Overhead Vehicle Door

Door installation shall be on the interior face of the support wall. The door frame shall be a steel plate fabrication suitably detailed, fastened and reinforced to accept the door. Operation shall be manual with a chain hoist. The curtain shall be formed of 22-gauge steel interlocking slats with end locks and wind locks designed for a wind loading of 20 psf. Torsion springs shall be mounted on a solid torsion rod, which is attached to an exterior mounted spring tension adjustment wheel. A 24-gauge steel hood shall be provided with a weather seal to protect the assembly. Steel brackets shall be installed to the interior face of the wall with expansion anchors which enclose and support the counterbalance assembly with sealed bearings. Steel curtain guides are mounted to the brackets. The curtain, bottom bar, brackets, guides, hood, pipe and chain shall be galvanized. Provide with locking device. Size, quantity and location of vehicle door(s) shall be as shown on the drawings.

G. Tank Openings

1. Floor

Provide a 30 in. diameter manhole through the tank floor. The manhole shall be operable from a ladder located on the upper platform and shall be designed to withstand the pressure of the tank contents without leakage. The manhole assembly

shall include a stainless-steel wrench coupler and jam nut to secure the lid from below the tank floor.

2. Roof

Provide two 30.5 in. by 34 in. weatherproof access hatches on the roof of the tank. One hatch shall allow egress from the access tube to the roof. The second hatch, located adjacent to the first, shall allow access to the interior of the tank via the ladder mounted on the exterior of the access tube. The opening shall have a minimum 4 in. curb. Provide aluminum covers with a 2 in. down turned edge, stainless steel hardware, hold open arm and a locking mechanism.

H. Access Tube

Provide a minimum 60 in. diameter centrally located access tube through the steel tank to provide access to the tank roof from the upper walkway platform. The access tube shall incorporate a 2 in. by 2 in. channel to collect condensation that may form on the interior surface. A flexible 3/4 in. PVC hose complete with backflow preventer shall drain the channel to the overflow pipe.

I. Roof Railing

A 42 in. high roof handrail shall be provided to enclose all centrally located roof accessories. The roof railing shall be 40 ft. in diameter.

Roof Handrail material is hollow structural section ASTM A500 or CSA-M-92 G40.21 50W or approved equal. The total height is 42", the middle of the midrail is located 21" above the base. The Top rail is 2"x2" x0.1875" HSS, the middle rail is 2"x1"x0.125" HSS and the rail post is 2" x2"x0.1875" HSS @ a maximum spacing of 4'-0" c/c.

J. Rigging Access

Provide a 24 in. x 36 in. opening at the top of the support wall. This opening shall be accessible from a platform and shall provide access to the exterior rigging rail located at the tank/support wall intersection. The access opening shall be provided with a hinged stainless steel cover or a removable vent in accordance with 2.06.M.2.

A minimum 24 in. diameter opening shall be provided on the tank roof to provide access to the tank interior rigging rail.

K. Rigging Rails

Provide permanently installed rigging rails suitable for rolling trolleys at the interior of the tank at the wall/roof and access tube/roof connections. Provide an exterior rigging rail at the base of the tank adjacent to the support structure.

L. Piping

1. Inlet/Outlet Pipe

Provide a 12 inch diameter inlet/outlet pipe that extends from the base of the support structure to the tank floor elevation. Provide a minimum 6 in. high removable silt stop where the inlet/outlet pipe enters the tank. The bottom capacity level of the tank's operating range shall be at or above the elevation of the top of the silt stop. Pipe material within the support structure shall be Schedule 10S Type 304L stainless steel. Piping below the grade slab shall be flanged cement lined ductile iron suitably restrained to prevent movement. The riser pipe will be fitted with a safety grill or protective bars inside the tank.

The inlet/outlet pipe shall be designed to support all related static and dynamic loads. Suitable galvanized steel brackets, guides and hangers shall be provided on the support wall and tank floor at intervals not exceeding 20 feet.

The inlet/outlet pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the support wall and pipe. The required flexibility shall be provided by an expansion joint located near grade in the vertical section of pipe.

Insulate the pipe from above the valve room that is heated to the base of the bowl. The insulation shall be Owens Corning Urethane 300, AO Armaflex, or approved equal, 2 inches thick. The insulation shall be covered with an aluminum frost jacket that is a minimum of 0.016 inches thick. The frost jacket shall be pop riveted and banded.

2. Overflow Pipe

Provide a 12 inch diameter overflow. The top of the overflow shall be located within the tank at the overflow elevation. It shall run vertically beside the central access tube and extend through the tank floor, at which point it shall turn 90° and run under the tank floor to the support wall. This horizontal run shall be sloped to drain. The pipe shall then turn 90° and run vertically beside the support wall to grade. A base elbow shall direct the overflow through the support wall, where the

pipe shall be terminated with a flap valve. Pipe material within the support structure shall be Type 304L (minimum 11 gauge) stainless steel. If the top of overflow is located above top capacity level, the tank shall be designed for the additional capacity provided by the difference.

The entrance to the overflow pipe shall be designed for the maximum inlet flow rate specified in 1.03B. The design shall be based on the water level cresting within 6 in. above the overflow elevation. A conical weir shall be provided if the entrance capacity of the overflow pipe diameter is not adequate. A vortex prevention device shall be used.

The overflow shall be designed to support all related static and dynamic loads. Suitable galvanized steel brackets, guides and hangers shall be provided on the support wall and tank floor at intervals not exceeding 20 ft. The overflow pipe and weir section within the tank shall be carbon steel and supported by the central access tube.

The overflow pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the support wall and pipe. A layout with sufficient upper offset to accommodate differential movement is acceptable. If this method is not applicable, the required flexibility shall be provided by an expansion joint located near grade in the vertical section of pipe.

The overflow pipe shall penetrate the support wall approximately 18" – 24" above grade and discharge through a flap valve onto a 4' X 3' concrete splash pad.

3. Stainless Steel Requirements

Pipe and fittings shall be Type 304L stainless steel fabricated from material meeting the requirements of ASTM A-240. Fabrication, inspection, testing, marking and certification of pipe and fittings shall be in accordance with ASTM A-778 and A-774 respectively. All fittings less than 18 inches shall be smooth flow, fittings larger than 18 inches may be of five section mitre construction. Backing flanges shall be in accordance with ASTM A285-C drilled to ANSI B16.5 Class 150. Pipe, fittings and welds shall be cleaned and passivated.

Pipe, fittings and flange thickness shall be in accordance with the manufacturers certified pressure rating for the applicable service pressures. The design pressure rating shall be minimum 125 psi for piping located within closed or valve sections.

4. Tank Drain

A tank drain shall be provided to completely drain the tank using a hydrant located near the tank.

5. The discharge point of the overflow shall have a replaceable #24 mesh stainless steel screen.

M. Ventilation

1. Tank Ventilation

A tank vent shall be provided, located centrally on the tank roof above the maximum weir crest elevation. It shall consist of stainless steel or aluminum components, including a support frame, screened area and cap. The support shall be fastened to a flanged opening in the tank roof. The vent cap shall be provided with sufficient overhang to prevent the entrance of wind driven debris and precipitation. A minimum of 4 in. shall be provided between the roof surface and the vent cap.

The tank vent shall have an intake and relief capacity sized to prevent excessive pressure differential during the maximum flow rate of water, either entering or leaving the tank. The overflow pipe will not be considered as a vent. The maximum flow rate of water entering the tank is specified in 1.03B. The maximum flow rate of water exiting the tank shall be calculated assuming a break in the inlet/outlet at grade when the tank is full. The vent shall be provided with an insect screen. Vent capacity shall be determined based on open area provided by the screen.

In addition to the tank vent, a pressure/vacuum relief mechanism shall be provided that will operate in the event of vent failure. The mechanism shall be designed to return automatically to its original position after operation. The pressure/vacuum relief mechanism shall be located on the tank roof above the maximum weir crest elevation, and may be incorporated in the vent assembly.

2. Support Structure Ventilation

Ventilation within the support structure shall comply with the governing building code requirements, based on occupancy classification. As a minimum, one louvered vent shall be provided at the top of the support wall. This vent shall be accessible from the upper platform and may also be designed to provide access to the exterior rigging rails located at the tank/support wall intersection. Vents shall be accessible from the interior ladders, platforms or floors provided. Vents shall be stainless steel or aluminum and provided with a removable insect screen.

N. Interior Floors

1. Slab on Grade

Provide a 6 in. thick, 4000 psi concrete floor slab in the base of the support structure. The slab shall be supported on compacted granular fill and shall be reinforced with #4 reinforcing steel at 12 in. centers each way. Provide 1/2 in. expansion joint between floor slab and support wall and at pipes and supports that extend through the floor. Place cap strip and sealant over the expansion joint. The slab shall be sloped at 0.5% toward the truck door for drainage.

2. Structural Floor

Provide a composite construction structural floor located 14.5 ft. above the slab on grade. The design shall comply with the applicable requirements of AISC S335. It shall be designed for a minimum uniform live load of 125 psf. The floor shall consist of a concrete slab supported by a galvanized formed steel deck and galvanized steel girders.

The structural floor shall be a clear span design supported entirely by the concrete support wall. All loads transferred from the structural floor to the support wall shall be considered in the design. The wall shall be strengthened as required in the vicinity of connections causing point load or eccentric conditions. Loads transferred from the structural floors to the foundation shall be considered in the design of the foundation.

Unless structural floor and supports are isolated from the wall, loads on the wall caused by thermal stresses in these members shall be considered. An analysis of the lateral loading condition shall be performed and the wall strengthened accordingly.

Provide a galvanized steel access stairway adjacent to the support wall. Access openings through the structural floor shall be protected with 42 in. high galvanized steel handrails.

O. Level Monitoring

1. General

Provide three 3/4 in. couplings welded to the inlet/outlet pipe 5 ft. above grade. Each coupling shall be provided with a stainless steel nipple and an isolation valve.

2. Pressure Gauge

Provide a pressure gauge in accordance with ASME B40.1 Grade 2A. The dial shall be 4 1/2 in. diameter with black markings on white background. Pressure range is 0-100 psi.

P. Lightning Protection

Provide a lightning protection system for the elevated tank structure and any roof mounted equipment that may be damaged by lightning.

Minimum requirements include two 28 strands by 14 gauge copper conductors bonded to the steel tank 180 degrees apart. The conductors shall be fastened to the interior support wall at 3 foot minimum spacing, and shall terminate with buried 5/8 inch diameter by 8 foot long copper clad ground rods.

Lightning protection for obstruction lights shall consist of an air terminal mounted on the support and formed to fit around the fixture. The 1/2 inch diameter copper air terminal shall extend a minimum of 10 inches above the light fixture and shall connect to a copper conductor that terminates in a bonding plate secured to the tank roof.

Q. Mixing System and Aeration

1. See Section 46 3000 – TTHM removal system and mixing

R. Check Valves

1. Materials of construction
 - a. Manufacturer: Golden Anderson, DeZurik, Crispin, Apco, Pratt, Milliken, Val Matic, or approved equal
 - b. Body: Ductile Iron, ASTM A536
 - c. Body Seat: 316 Stainless Steel, ASTM A743
 - d. Disc and Disc Arm: Ductile Iron, ASTM 536
 - e. Disc Seat: Acrylonitrile Butadiene
 - f. Pivot Shaft: 303 Stainless Steel, ASTM 582
 - g. Lever and Spring: Ductile Iron ASTM 536
 - h. Lever and Weight: Ductile Iron ASTM 536
 - i. External Fasteners: Stainless Steel
 - j. End Connections: Flat Faced, Flanged 125# or 150# Standard
2. Check valves shall meet or exceed the latest revision of AWWA C508
3. Check valves shall be counterweighted and cushioned type check valves.

4. Acceptable equivalent shall be full body ductile iron flexible disc check valve with fusion bonded epoxy coating on all interior and exterior surfaces, full size domed access cover and only two moving parts, the flexible disc and disc accelerator. The flexible disc check valves shall be furnished with mechanical position indicators and backflow actuators to allow the operator to open the check valve and initiate backflow through the check valve.

S. Butterfly Valve

1. K-flow (from Crispin) AWWA Butterfly Valve, Model 504, flange class 150B, with modulating position actuator
 - a. Body: Cast Iron, ASTM A126, Class B
 - b. Discs: Cast Iron, ASTM A48, Class 40C
 - c. Disc Seating Edge: 316 Stainless Steel
 - d. Shaft: 304 Stainless Steel
 - e. External Fasteners: Stainless Steel
2. Butterfly valves shall meet or exceed the latest revision of AWWA C504
3. All butterfly valves shall be of the tight closing rubber seat type with rubber seats mounted in the valve body. Valves shall be bubble-tight at the rated pressure with flow in either direction and shall be suitable for applications involving operation after long periods of idleness.
4. All butterfly valves shall be Class 150 B up through and including 24" size.
5. Valves shall be suitable for the conditions of service and installation shown.

T. Gate Valve

1. Materials of Construction
 - a. Manufacturer: AVK, Pratt, Clow, Milliken or approved equal.
 - b. Body: Ductile Iron
 - c. Bonnet: Ductile Iron
 - d. Resilient Wedge: Ductile Iron, fully encapsulated in EPDM rubber
 - e. Stem: Stainless Steel
 - f. External Fasteners: Stainless Steel
2. Gate valves shall meet or exceed AWWA C515 and AWWA C509.
3. Gate valves 3" in diameter and larger shall meet the requirements of AWWA C500, fully mounted with bronze or other suitable non-corroding metal or AWWA C509,

- resilient wedge type, full unobstructed port, fusion bonded epoxy lined and coated. The stem seal shall consist of at least two O-rings. Gate valves for interior service shall be the NRS type. Gate valves for buried services shall be suitable for ground burial and submergence and for operation after long periods of idleness.
4. Valves less than 3" in diameter shall be bronze bodied gate valves suitable for 100 psi working water pressure unless otherwise specified or specifically permitted by the Architect/Engineer.
 5. The valves shall have ends suitable for installation with the type of pipe furnished for the respective piping classifications. Contractor shall verify the desired direction of opening with the Owner.
 6. Gate valves shall be provided with the type of operators as indicated in the drawings, which shall include gear operators, handwheels, solid steel rod extension stems and bronze bushed stem guides, operating nuts and valve boxes as required. Gear operators shall be totally enclosed within a cast iron gear case and shall be capable of taking the full pressure rating of the valve in either direction. Extension stems and operating nuts for exterior valves shall terminate two feet below the ground surface and shall be provided with valve boxes, as subsequently specified. Extension stems shall be centered and adequately supported in the valve box, with approved stem guides.
 7. Valve operators located more than four feet above grade shall have chain wheel operators with chain extended to floor level.

U. Electric Actuators

1. Actuators shall be suitable for use on a nominal 120 V, single phase, 60 Hertz power supply and are to incorporate motor, integral reversing starter, local control facilities, and the terminals for remote control and indication connections.
2. The actuator shall be sized to guarantee valve closure at the required differential pressure. The safety margin of motor power available for seating and unseating the valve shall be sufficient to ensure torque switch trip at maximum valve torque with the supply voltage 10% below nominal. The operating speed shall be such as to give valve closing and opening at approximately 60 seconds, unless otherwise stated.
3. The actuator gearing shall be totally enclosed in an oil-filled gearcase suitable for operation at any angle. Where the actuator operates gate valves or large diameter ball or plug valves, the drive shall incorporate a lost-motion hammerblow feature.

For rising spindle valve s, the output shaft shall be hollow to accept a rising stem and incorporate thrust bearings of the ball or roller type at the base of the actuator, and the design should be such as to permit the gearcase to be opened for inspection or disassembled without releasing the stem thrust or taking the valve out of service.

4. A handwheel shall be provided for emergency operation engaged when the motor is declutched by a lever or similar means; the drive being restored to power automatically by starting the motor. The handwheel drive must be mechanically independent of the motor drive, and any gearing should be such as to permit emergency manual operation in a reasonable time. Clockwise operation of the handwheel shall give closing movement of the valve unless otherwise stated.
5. Four contacts shall be provided which can be selected to indicate any position of the valve with each contact externally selectable as normally open or normally closed. The contacts shall be rated at 5A, 250V AC, 30V DC. As an alternative to providing valve position, any of the four contacts shall be selectable to signal one of the following:
 - a. Valve Opening or Closing
 - b. Local Selected
 - c. Remote Selected
6. The reversing starter, control transformer, and local controls shall be integral with the valve actuator, suitably housed to prevent breathing and condensation buildup. For ON/OFF service, this starter shall be an electromechanical type suitable for 60 starts per hour and of rating appropriate to motor size. The controls supply transformer shall be fed from two of the incoming supply voltage. It shall be adequately rated to provide power for 120V AC energization of the contactor coils, 24V DC output where required for remote controls, and supply for all the internal electrical circuits.
7. Actuators shall be 'O' ring sealed, watertight to NEMA 6, and shall at the same time have an inner watertight and dustproof 'O' ring seal between the terminal compartment and the internal electrical elements of the actuator fully protecting the motor and all other internal electrical elements when the terminal cover is removed on site for cabling. All external fasteners should be of stainless steel.
8. Acceptable manufacturers include, Limitorque, or approved equal.

V. Chlorine Residual Analyzer

A chlorine residual analyzer shall be provided to measure free residual chlorine. The unit shall have a 4-20 mA output proportional to the measured residual level. The unit shall

have a display and keypad through which the operator can scale, configure, and calibrate the unit. The display shall be configurable to show a specific range as desired. The unit's power shall be 24 VDC. The unit shall come complete with a re-agent kit capable of supplying one year of operation without need of further chemicals.

The unit shall be as manufactured by Hach Instrument Corporation Model CL-17.

W. Dehumidifier

A dehumidifier shall be provided on the first floor of the tower. The dehumidifier shall be the following:

~~HOMELABS Model No. 760 PPD (HME021007N)~~

Commercial Grade

160 Pint Capacity

Up to 7000 SQ-FT. Coverage

Reusable washable filter

Drain Hose

Integral Pump

120V-1PH-532 Watts

X. Electrical

Refer to section 26-0000

2.07 Electrical and Lighting

Electrical work shall be in accordance with Division 26.

Obstruction lighting shall be provided in accordance with FAA standards. The obstruction light shall be centrally located on the roof of the tank above all permanent installations. It shall be a steady burning, dual fixture type with a lamp-out relay switch. The fixture shall be weather sealed, corrosion resistant, with aluminum base and housing. Red globes with 116-watt clear traffic signal lamps rated at 8000 hour life shall be provided. A pilot light located near the electrical panel shall be provided to indicate when the primary bulb has failed.

2.08 Steel Tank Painting

Galvanized, stainless steel and most concrete surfaces are not coated. The Concrete Pedestal has a sealant. Materials described in Section 3.

2.09 Source Quality Control

A. Tests

Review mill test certifications of all steel plate, structural components and reinforcement to ensure compliance with specification requirements.

B. Inspections

Provide inspection of shop fabricated components in accordance with AWWA D107, Section 9, "Inspection and Testing".

PART 3 - EXECUTION

3.01 Foundation

A. Excavation

The foundation bearing surface and excavation shall be inspected by a representative of the geotechnical engineer prior to foundation construction. Verification of the applicable design and construction recommendations is required. The geotechnical engineer shall be retained by the Contractor. After verification of the foundation bearing surface, provide a 2 in. thick concrete working slab within the lower excavation limits. Grade the site to prevent runoff from entering the excavation.

B. Concrete Construction

For shallow foundations, reinforcement placed adjacent to a concrete working slab shall have a 2 in. minimum cover, and shall be supported by precast concrete block, metal or plastic bar supports.

The sides of foundations shall be formed using any suitable system conforming to ACI 318. Earth cuts shall not be used as forms for vertical surfaces. Forms shall be provided on top sloping surfaces steeper than 2.5 horizontal to 1 vertical. Straight form panels may be used to form circular foundation shapes. The minimum design radius shall be maintained at all sections.

C. Finish

Formed surfaces shall have a smooth form finish when exposed and a rough form finish when not exposed.

Unformed surfaces shall have a troweled finish when exposed and floated finish when not exposed.

3.02 Concrete Support Structure

A. Architectural Concrete Construction

The exposed exterior surface of the concrete support wall is designated architectural concrete. Formwork design, installation and removal shall comply with the minimum requirements of ACI 318, ACI 117 and the applicable requirements of ACI 347, except as modified by this Section.

Attention shall be given to ensure the same concrete design mix is used throughout the support wall. The proportion, type and source of cement and aggregates shall not be changed. Uniform moisture content and placing consistency shall be maintained.

Forming systems shall be designed with the provision of ties and bracing such that concrete components conform to the correct dimensions, shape, alignment and elevation. Embedded items shall be properly positioned and secured. Form surfaces shall be thoroughly cleaned of concrete residue and coated with a release agent prior to placing reinforcement. Do not allow excessive release agent to accumulate on the form surface. Steel forms shall be coated with a non-staining, rust preventative form oil or otherwise protected. Steel formwork with rust stains and damaged surfaces shall not be used.

Support wall concreting shall incorporate segmented placement procedures. Temporary vertical bulkheads shall divide the wall pour into segments corresponding to a single truckload of concrete. The bulkheads shall be located at rustications, braced rigid and tight to maintain vertical alignment under concrete load. Wall segment concrete shall be placed vertically and continuously to full form height from a single truck load of concrete. Vertical pour rate shall be a minimum of 15 feet per hour. Placement from multiple loads is not permitted. Temporary bulkheads shall not be removed until adjacent concrete is placed.

The forming system for the pedestal wall shall be fully engineered and detailed with procedures to meet the increased demands of architectural concrete. The support wall shall be constructed with a jump form process using form segments prefabricated to match the wall curvature. Concrete pour height shall be a minimum of 4 ft. and a maximum of 12 ft. Form panels shall be designed for lateral pressures associated with full height plastic concrete head and eccentric loads resulting from the segmented wall pour procedure.

Form panels shall extend the full height of the concrete pour using only vertical panel joints. Form system shall be designed to lap and be secured to the previous wall pour. The space between the form and the previous pour shall be sealed to prevent grout leakage. Wall forms shall incorporate a positive means of adjustment to maintain dimensional tolerances specified. Wall forms shall be adjusted for vertical plumb and circularity and locked into position with through wall form ties prior to concrete placement. Working platforms that allow safe access for inspection and concrete placement shall be provided. Form surfaces shall be steel, plastic or fiberglass coated material.

The form system shall incorporate a uniform pattern of vertical and horizontal rustications to provide architectural relief to the exterior wall surface. Rustication strips shall be sealed to the form face to eliminate the grout leakage that results in broken corners, color variations and rock pockets. Broken edges and chamfers will not be accepted. All construction joints and panel joints shall be located in rustications. Vertical panel joints shall be sealed using closures which combine with the form pattern to eliminate grout leakage and panel joint lines. All joints shall be grout tight. The vertical and horizontal rustications shall be proportioned and combined to impart a symmetrical architectural pattern to the completed structure. Form ties shall be located in a uniform pattern. No architectural form treatment is required on the interior surface.

Wall forms shall not be disturbed or removed until the concrete has attained sufficient strength to prevent forming operations or environmental loads from causing surface damage or excessive stress. Support wall concreting operations shall occur a maximum of once per day. Forms are to be removed and the concrete finish inspected prior to the subsequent placement of the next wall pour. Multiple form movements and concrete placements within a day are not permitted. Form removal shall be based on early age concrete strength testing. The minimum concrete strength shall be established by the Contractor, based on an analysis of stress at critical stages throughout the forming and concrete operations. Early age concrete testing shall be in accordance with ACI 228.1R-95. Pull Out testing in accordance with ASTM C 900-99, Maturity Method testing in accordance with ASTM C 1074-93, or field cured cylinders compressive strength tested in accordance with ASTM C 172 are the acceptable methods to determine early concrete strength.

The structural floor system shall be designed to support all temporary construction loads. Adequate shoring and bracing shall be provided to transfer loads without appreciable movements. Shoring and forms for the structural dome slab shall remain in place until the concrete has gained sufficient strength to carry the floor weight without damaging deflections. A system of precast segments, concreted and structurally tied together can be used in lieu of cast in place.

In periods of cold weather as defined by ACI 306, concrete surfaces shall be protected in accordance with recommendations until the component attains 35% of the specified compressive strength. At this time, protection may be removed subject to the allowable temperature differential. A reasonable temperature differential shall be defined, based on component thickness and restraint conditions.

B. Finish

Provide a smooth form finish without rub for the interior and exterior support wall. Tie holes shall be plugged using grout on the interior and manufactured plugs on the exterior which match the color of the cured concrete as closely as possible. Provide a power wash to remove any form oil, weld smoke, and contaminants.

C. Exterior Finish

Outside of concrete body shall be finished with H&C COLORTOP Water Based Solid Color Concrete Stain in the color selected by the Owner.

New concrete must cure at least 28 days before the application of the sealer. Do not apply the stain until all surfaces are porous and prepared concrete must have a pH between 6 and 10.

Application: Apply with a brush, roller, or sprayer. Stir the product thoroughly before and during application. When using more than one container, intermix all containers together to ensure uniform color. Before application of the first coat, dry sweep concrete base with a stiff broom or shop vacuum to remove all loose surface contaminants. Apply the first coat, working all in one direction, and allow 2 hours of drying before applying the second coat. Apply a second coat of stain, working perpendicular to first coat. A third coat may be needed based on the porosity of the surface.

D. Dimensional Tolerances

Support structure concrete construction shall conform to the following:

Variation in thickness:

Wall	-3.0% to +5.0%
dome	-6.0% to +10%
slab floor	-3.0% to +5.0%

Support wall variation from plumb:

in any 10 feet of height	1 inch
in any 50 feet of height	2 inch

maximum in total height	3 inches
Support wall diameter variation	0.4%
not to exceed	3 inches
Dome floor radius variation	1.0%
Level alignment variation:	
from specified elevation	1 inch
from horizontal plane	1/2 inch
Offset between adjacent pieces of formwork:	
exterior exposed surfaces	1/8 inch
interior exposed surfaces	1/4 inch

E. Mock Up Panel

A mock up panel shall be constructed using the proposed form surface and concrete. Minimum size will be 4 ft wide by 6 ft high. This panel shall be agreed upon by the Contractor and Engineer as the reference standard with which to judge surface quality, appearance and uniformity of texture and color for each individual lift.

Review and acceptance of formed concrete surface must be made immediately upon form removal. Succeeding pours shall not be placed until the most recent wall pour has been stripped and the form surface approved. The Engineer shall not delay the Contractor by lack of attendance. Non-attendance by the Engineer or designated representative will be understood to mean acceptance. The Contractor shall be responsible to inform the Engineer as to pour schedule.

Concrete with surface defects exceeding limitations specified herein or not meeting the standard represented by the mock-up panel shall be repaired to meet that standard.

3.03 Steel Tank

A. Welding

Welding procedures and general welding requirements shall be in accordance with AWWA D107, Section 9.5, "Welding".

No structural welding is permitted to any steel embedded in hardened concrete, unless the weld is at least 2 ft. from the embedment interface.

Grinding of weld contour shall approximate Condition "D" of NACE Standard RP0178.

B. Fabrication

Layout, cutting, forming, edge preparation and workmanship for steel tank components and fabrications shall be in accordance with AWWA D107, Section 5.4, "Fabrication and Construction Requirements". To ensure an aesthetically pleasing tank and minimize mold growth the design of the cone and shell plate(s) shall minimize the number and total length of visible weld seams (shop and field). A scaled plate layout sketch must be provided with the bid, or be cause for rejection, noting that the use of any cone or shell plate (excluding roof plates) with widths and/or lengths equal to or less than 7' x 26' for the cone and 8' x 37' for the shell is unacceptable.

C. Tank Erection

Steel tank erection procedures and general requirements shall be in accordance with AWWA D107, Section 5.4, "Fabrication and Construction Requirements".

D. Tolerances

Steel tank tolerances shall be in accordance with the requirements of API 650, Section 5.5.

Steel cone shall be constructed to the following tolerance. The deviation from the theoretical conical surface shall not exceed $0.032 \sqrt{RT}$, when measured in the radial direction over length $4\sqrt{RT}$, where R is the radius normal to the plate surface at the point of consideration, and T is the plate thickness.

E. Interior Coating

1. Primer: Organic Zinc Rich Moisture Cured Urethane
 - a. Tnemec Series 94-H2O Hydro-Zinc
 - (i) Generic Chemistry: Organic Zinc-Rich Moisture Cured Urethane
 - (ii) Color Availability: Greenish-Gray
 - (iii) Solids by Volume: 62.0 %
 - (iv) Dry Film Thickness (DFT): 2.5 to 3.5 mils
 - (v) Certifications: NSF/ANSI/CAN Std 61 & Std 600.
Meets AWWA D102-11 Inside Systems Nos. 3 & 5 and Outside Systems Nos. 3, 4 and 6.
 - (vi) VOC Content: 0.74 lbs/gallon (89 grams/litre)
 - (vii) HAPs Content: 1.68 lbs/gal solids
 - b. Performance Criteria: Submit results for each of the following.
 - (i) Abrasion: ASTM D 4060 (CS-17 Wheel, 1KG Load) – 1,000 Cycles

- (ii) Cathodic Disbondment: ASTM G 8 (Method A) – 30 Days
- (iii) Immersion: ASTM D 870 (Potable Water) – 2 Years
- (iv) Prohesion: ASTM G 85 – 10,000 Hours
- (v) Salt Spray (Fog): ASTM B 117 – 10,000 Hours

2. Stripe, Coat: Polyamidoamine Epoxy

a. Tnemec Series N140 Pota-Pox Plus

- (i) Generic Chemistry: Polyamidoamine Epoxy
- (ii) Color Availability: Red, Beige, Tnemec White, Tank White, Black, & Delft Blue

b. Solids by Volume: 67.0%

c. Dry Film Thickness (DFT): 2.0 to 10.0 mils per coat

d. Certifications: NSF/ANSI/CAN Std. 61 Certified
Conforms to AWWA D 102 ICS No. 1 & 2.
Conforms to AWWA C 210

e. VOC Content: 2.4 lbs/gallon (285 grams/litre)

f. HAPs Content: 2.4 lbs/gallon

g. Performance Criteria: Submit results for each of the following.

- (i) Abrasion: ASTM D 4060 (CS-17 Wheel, 1KG Load) – 1,000 Cycles
- (ii) Adhesion: ASTM D 4541
- (iii) Exterior Exposure: ASTM D 1014 – 5 Years
- (iv) Humidity: ASTM D 4585 – 10,000 Hours
- (v) Immersion: ASTM D 870 (Potable Water) – 2 Years
- (vi) Immersion: ASTM D 870 (Deionized Water at 140°F) – 2,000 Hours
- (vii) Moisture Vapor Transmission: ASTM D 1653 – Report WVT and WVP
- (viii) Prohesion: ASTM G 85 – 5,000 Hours
- (ix) Salt Spray (Fog): ASTM B 117 – 20,000 Hours

3. Finish: 100% Solids Epoxy Tank Lining

a. Tnemec Series 22 Epoxoline

- (i) Generic Chemistry: Modified Polyamine Epoxy
- (ii) Color Availability: WH11 Off-White, 1218 Light Blue, 1255 Beige

(iii) Solids by Volume: 100.0%

b. Dry Film Thickness (DFT): 16.0 to 40.0 mils

c. Certifications: NSF/ANSI/CAN Std 61 & Std 600
Conforms to AWWA C 210

d. VOC Content: 0.10 lbs/gallon (12 grams/litre)

e. HAPs Content: 0.0 lbs/gal solids

f. Performance Criteria: Submit results for each of the following.

- (i) Abrasion: ASTM D 4060 (CS-17 Wheel, 1KG

		Load) – 1,000 Cycles
(ii)	Adhesion:	ASTM D 4541
(iii)	Cathodic Disbandment:	ASTM G 8 (Method A)
(iv)	Cyclic Salt Fog/UV Exposure:	ASTM D 5894 – 10,000 Hours
(v)	Dielectric Strength:	ASTM D 149
(vi)	Hardness:	ASTM D 2240 – Shore Type D
(vii)	Humidity:	ASTM D 4585 – 2,000 Hours
(viii)	Immersion:	ASTM D 870 (Potable Water) – 2 Years
(ix)	Immersion:	ASTM D 870 (Deionized Water at 140°F) – 2,000 Hours
(x)	Salt Spray (Fog):	ASTM B 117 – 10,000 Hours

F. ABRASIVES

1. Acceptable Manufacturers:
 - a. Black Beauty Coal Slag
 - (i) 20-40
 - (ii) 30-60
 - b. Dupont
 - (i) Staurolite
 - (ii) Star Blast
2. Bear all direct and indirect costs for testing, documentation, transportation, treatment, and disposal at no increased costs to the Owner.

G. Exterior Coating

1. A minimum Class 3A level of containment is required during blasting surface preparation.
2. Primer: Organic Zinc Rich Moisture Cured Urethane
 - a. Tnemec Series 94-H2O Hydro-Zinc
 - (i) Generic Chemistry: Organic Zinc-Rich Moisture Cured Urethane
 - (ii) Color Availability: Greenish-Gray
 - (iii) Solids by Volume: 62.0 %
 - (iv) Dry Film Thickness (DFT): 2.5 to 3.5 mils
 - (v) Certifications: NSF/ANSI/CAN Std 61 & Std 600
Meets AWWA D102-11 Inside Systems Nos. 3, 4 and 6.
 - (vi) VOC Content: 0.74 lbs/gallon (89 grams/litre)
 - (vii) HAPs Content: 1.68 lbs/gal solids
 - b. Performance Criteria: Submit results for each of the following.

- (i) Abrasion: ASTM D 4060 (CS-17 Wheel, 1KG Load) – 1,000 Cycles
- (ii) Cathodic Disbondment: ASTM G 8 (Method A) – 30 Days
- (iii) Immersion: ASTM D 870 (Potable Water) – 2 Years
- (iv) Prohesion: ASTM G 85 – 10,000 Hours
- (v) Salt Spray (Fog): ASTM B 117 – 10,000 Hours

3. Intermediate: Aliphatic Acrylic Polyurethane

a. Tnemec Series 1095 Endura-Shield

- (i) Generic Chemistry: Aliphatic Acrylic Polyurethane
- (ii) Color Availability: Manufacturer's Full Range
- (iii) Solids by Volume: 66.0%
- (iv) Dry Film Thickness (DFT): 2.0 to 5.0 mils
- (v) VOC Content: 1.93 lbs/gallon (232 grams/litre)
- (vi) HAPs Content: 0.00 lbs/gal solids

b. Performance Criteria: Submit results for each of the following.

- (i) Adhesion: ASTM D 4541
- (ii) Cyclic Salt Fog/UV Exposure: ASTM D 5894 – 5,000 Hours
- (iii) Humidity: ASTM D 4585 – 5,000 Hours
- (iv) Prohesion: ASTM G 85 – 5,000 Hours
- (v) QUV Exposure: ASTM D 4587 – 4,000 Hours
- (vi) Salt Spray (Fog): ASTM B 117 – 5,000 Hours

4. Exterior Finish Coat & Logo: Advanced Thermoset Solution Fluoropolymer

a. Tnemec Series V700 Hydroflon

- (i) Generic Chemistry: Advanced Thermoset Solution Fluoropolymer
- (ii) Color Availability: Manufacturer's Full Range
- (iii) Solids by Volume: 58.0%
- (iv) Dry Film Thickness (DFT): 2.0 to 3.0 mils
- (v) VOC Content: 1.15 lbs/gallon (137 grams/litre)
- (vi) HAPs Content: 0.01 lbs/gal solids

b. Performance Criteria: Submit results for each of the following.

- (i) Abrasion: ASTM D 4060 (CS-17 Wheel, 1KG Load) – 1,000 Cycles
- (ii) Adhesion: ASTM D 4541
- (iii) Carbon Arc Weathering: ASTM G 153 – 5,500 Hours
- (iv) Cleanability: MIL-PRF-85285
- (v) Exterior Exposure: ASTM D 1014 – Exceeds AAMA 2604-98
- (vi) Exterior Exposure: ASTM D 4141 – 3,500 MJ
- (vii) Flexibility & Elongation: ASTM D 522
- (viii) Humidity: ASTM D 4585 – 3,000 Hours
- (ix) QUV Exposure: ASTM D 4587 – 25,000 Hours

- (x) Salt Spray (Fog): ASTM B 117 – 10,000 Hours
- (xi) Xenon Arc Weathering: ASTM D 6695 – 8,000 Hours

H. Lettering or Logos

1. Exterior Logo

The contractor shall submit scaled drawings delineating exact sizing. Logo is to match the Rye Beach Logo (The drawing shall include the design of logo).

- 2. Colors shall be selected by the Owner.
- 3. Apply logo in four locations on the tank's sidewalls.

3.04 Field Quality Control

A. Concrete Testing and Inspection

The evaluation and acceptance of concrete shall be in accordance with Section 03300 of this specification.

The support wall radius, plumb and thickness shall be verified for each concrete lift at all vertical form panel joints and at a minimum of 60 degree intervals. Vertical alignment and radius shall be checked using a visible beam laser. Measurement shall be made to the outside form surface. A log of the measurements and an inspection report certified by the tank designer shall be provided to the Owner at project completion.

B. Steel Tank Testing & Inspection

Inspection procedures for the steel tank shall be in accordance with AWWA D107, Section 9, "Inspection and Testing". Radiographic inspection of full penetration butt-welded joints shall be made by an independent inspection company retained by the Contractor.

Erection tolerance of the steel cone in the radial direction shall be measured. Provide field measurements at 30 degree intervals.

Weld joints of plate over the structural concrete floor shall be tested for leaks by vacuum box / soap solution testing, or equivalent method prior to grouting.

3.05 Cleaning

A. Surface Preparation – Shop

1. Clean tank and appurtenances to remove all dirt, oils, debris, mill scale and all other foreign from the steel by appropriate cleaning methods followed by abrasive blast cleaning.
2. Small or unusually configured steel appurtenances that do not clean properly within the wheel abraders or components shall be separately abrasive blast cleaned using man operated conventional blasting machines.
3. Dry Interior and Exterior Surfaces:
 - a. Abrasive blast clean surfaces and appurtenances to commercial grade (SSPC-SP6).
 - b. Maintain a surface profile of 1.5 to 2.5 mils.
4. Wet Interior Surfaces:
 - a. Abrasive blast clean surfaces and appurtenances to near white grade (SSPC-SP10).
 - b. Maintain a surface profile of 1.5 to 2.5 mils
5. All Surfaces:
 - a. Abrasive blast cleaned surfaces shall be primed before any rust bloom or any foreign substance collects on the surface.
 - b. Mask two-inch margins in areas of the steel to be welded and remain unprimed.
 - c. Provide appropriate drying and cure time prior to movement or stacking.

B. Surface Preparation – Field

1. Supply sufficient equipment and adequate crew size to complete the work within the Contract times.
2. Compressor output shall maintain a minimum pressure of 95 PSI as measured by needle gauge at each blast nozzle.
3. Unless otherwise specified, select proper abrasive grade and hardness to:
 - a. Optimize production rates.
 - b. Produce required surface profile
 - c. Minimize dust emissions.

4. Dry Interior and Exterior Surfaces:
 - a. Abrasive blast clean rusted and abraded surfaces and appurtenances to commercial grade (SSPC-SP6).
 - b. Maintain a surface profile of 1.5 to 2.5 mils.
 - c. Piping and valves within the valve vault shall be considered within the dry interior if applicable.
5. Wet Interior Surfaces:
 - a. Abrasive blast cleaned all rusted and abraded surfaces and appurtenances to near white grade (SSPC-SP10).
 - b. Maintain a surface profile of 1.5 to 2.5 mils.
6. All Surfaces:
 - a. Brush blast shop primed surfaces and appurtenances to scarify painted surface.
 - b. At request of Engineer, power wash to remove dirt, soot and debris remaining from the construction or abrasive blast cleaning operations.

C. Wet Interior Coating

1. Apply to the rate and manner recommended by the manufacturer, unless otherwise stated in these specifications. Apply each coat as follows:
 - a. Apply to clean surface prepared as previously defined.
 - b. Apply to the film thickness range as specified in Part 2-Products.
 - c. Brush and roll all sharp edges, corners, bolts, welds, laps, flanges, etc., to eliminate skips, misses and holidays.
 - d. Apply additional dry stripe coat between the intermediate and final coats.
2. Remove all runs, drips, sags and overspray by approved methods prior to application of successive coats.
 - a. If such defects result, Remove and apply additional coat to the affected area.
3. Cover and protect all surfaces and appurtenances not intended for painting.
 - a. Use canvas or plastic tarps.
 - b. Protect bowl or floor during painting of roof or upper sidewall.
 - c. Prior to abrasive blast cleaning:
 - d. Cover fill pipe.
 - e. Cover overflow pipe.
4. Remove dust and spent abrasive from painted surface prior to application of successive coats.
 - a. Pressure wash to remove dust and debris between coats and after application of the finish coat.

D. Exterior Coating

1. Apply to the rate and manner recommended by the manufacture, unless otherwise stated in these specifications. Apply each coat as follows:
 - a. Apply to clean surface prepared as previously defined.
 - b. Apply to the film thickness range as specified in Part 2-Products.
 - c. Brush and roll all sharp edges, corners, bolts, welds, laps, flanges, etc., to eliminate skips, misses and holidays.
2. Remove all runs, drips, sags and overspray by approved methods prior to application of successive coats.
 - a. If such defects result, Remove and apply additional coat to the affected area.
3. Cover and protect all surfaces and appurtenances not intended for painting.
 - a. Use canvas or plastic tarps.

E. Dry Interior Coating

1. Apply to the rate and manner recommended by the manufacture, unless otherwise stated in these specifications. Apply each coat as follows:
 - a. Apply to clean surface prepared as previously defined.
 - b. Apply to the film thickness range as specified in Part 2-Products.
 - c. Brush and roll all sharp edges, corners, bolts, welds, laps, flanges, etc., to eliminate skips, misses and holidays.
2. Remove all runs, drips, sags and overspray by approved methods prior to application of successive coats.
 - a. If such defects result, Remove and apply additional coat to the affected area.
3. Cover and protect all surfaces and appurtenances not intended for painting.
 - a. Use canvas or plastic tarps.
 - b. Protect balconies and condensate floor during painting.
 - c. Prior to abrasive blast cleaning, carefully remove and store the fill pipe insulation.
4. Remove dust and spent abrasive from painted surface prior to application of successive coats.
 - a. Pressure wash to remove dust and debris between coats and after application of the finish coat.

F. Site

The project site shall be kept in a clean and safe condition at all times. The Contractor shall remove all construction equipment and debris at project completion.

G. Tank Disinfection

Water and sufficient pressure for flushing, cleaning, initial testing and disinfection shall be supplied by the Owner at no cost to the Contractor. Disinfection shall be in accordance with AWWA C652. Tank leakage test shall be performed during disinfection. Disinfect tank as specified in Section 33 1313 – Water Storage Tank Disinfection

END OF SECTION

46 30 00
THM REMOVAL SYSTEM

PART 1 GENERAL

1.01 EQUIPMENT OVERVIEW

- A. These specifications provide the requirements to furnish and place into operation Trihalomethane removal (THMR) floating spray equipment at the City of Huron 2.0 MG Tank.

1.02 REFERENCES

- A. Occupational Safety and Health Administration, OSHA
- B. Department of Transportation, DOT
- C. NSF / ANSI Standard 61

1.03 QUALITY ASSURANCE

- A. Continuous Operation Equipment. The THMR floating spray equipment shall operate continuously as required to meet performance requirements.
- B. No Visual Defects. The THMR floating spray equipment shall have no visual defects, and shall have high quality welds, assembly, and corrosion resistant finish.
- C. Qualified US Manufacturer. The manufacturer of the equipment shall have extensive experience in the production of such equipment, and the equipment shall be manufactured in the continental United States.
- D. Factory Startup Services. Delivery, placement and startup services by equipment manufacturer's factory personnel shall be available. For equipment manufacturer's factory delivery and placement, services shall be performed by full time factory employees experienced in the operation of this equipment and who have completed OSHA safety trainings applicable to this type of equipment placement and startup.
- E. Warranty. The THMR floating spray equipment shall be warranted to be free of defects in materials and workmanship for a period of 2 years. This equipment warranty would run directly from the manufacturer of the equipment to the owner. The equipment warranty would not be part of the contract or any required bond.

1.04 SUBMITTALS

- A. The awarded Bidder shall provide an electronic copy of the following documents. Upon acceptance of these documents by the Engineer, the Bidder will be issued a Notice to Proceed, and may then proceed to place the equipment.
 - 1. Manufacturer Qualification Document
 - 2. List of Supplied Equipment
 - 3. Manufacturer Product Sheets
 - 4. Equipment Placement Drawing
 - 5. Electric Power Source Requirements
 - 6. NSF / ANSI Standard 61 Documentation
 - 7. Warranty Statement
 - 8. Operation Manuals

1.05 FIELD SERVICES

- A. Placement and startup. Equipment manufacturer shall offer placement and startup performed by equipment manufacturer's full time factory employees trained in the operation of the THMR floating spray equipment who have completed OSHA safety trainings applicable to this type of equipment placement and startup. Placement by factory trained contractor is allowable provided the installer meets the criteria set forth in this specification.

PART 2 PRODUCT SPECIFICATIONS

2.01 MANUFACTURER

- A. Specified Equipment. The Trihalomethane removal (THMR) floating spray equipment shall be manufactured by Ixom Watercare, Inc. of Dickinson, ND, or be a pre-approved alternative.
- B. Pre-approved Alternative(s). Alternatives to the specified equipment will be considered on the following basis only.
 - 1. Fourteen (14) Days Before Bid. To offer equipment as a pre-approved alternative, written application from the alternative supplier shall be made to the Engineer at least 14 days in advance of the bid opening.

2. No Material Difference in Quality of Equipment or in Vendor Support. The application should include:
 - a. A description of how the offered alternative does or does not meet each of the specifications in this document.
 - b. Any potential supplier proposing alternative to equipment described herein, prior to the bid date, must provide equipment on site for customer to conduct independent testing of actual water onsite for the Owner. The testing equipment shall simulate the proposed spray aeration operation and shall be capable of providing measurable water for a TTHM lab test.
 - c. An analysis of how acceptance of the alternative equipment would affect the overall water quality goals of the project. Analysis should include obtaining 10 successful placements having similar objectives to the project.
 - d. A statement of the science and support background of the supplier of the alternative equipment, so that the benefits and costs of the alternative equipment to the Owner can be estimated by the Engineer.
3. Five (5) Days Notice to Bidders. If the alternative equipment is accepted by the Engineer, an informational addendum to these specifications shall be distributed by the Engineer to plan holders at least 5 days in advance of the bid opening.

2.02 PERFORMANCE AND FEATURES

- A. The specified system shall provide THM removal and mixing for the City of Huron 2.0 MG Tank. This system is designed to achieve a 35-40% reduction of THM levels in untreated water entering the tank during peak THM season, when starting THM levels exceed 60 ug/l and temperatures exceed 60° F. During non-peak THM formation season the THM reduction may be reduced to less than the range listed above when starting THM levels and temperatures are lower and due to other variables. Basis of design assumed
 - (1) Maximum flow through the tank of 500,000 gallons per day,
 - (2) Maximum Fill Rate of 1,000 gallons per minute and
 - (3) estimated Peak TTHMs as high as 80 ppb.
- B. Complete Water Circulation Required. To meet the project objectives, the stated water flow rate shall be achieved by a single or multiple floating units within the reservoir capable of providing long distance circulation of water.

The specified flow rate shall be measurable water flow where suction shall enter specified equipment's intake positioned within 1" of reservoir floor and discharging water into air within the headspace of the tank or reservoir. Floating units must be placement flexible in design to allow best hydraulic positioning for tank or reservoir conditions to prevent hydraulic short circuiting within tank or reservoir. Ceiling supported piping or plumbing not allowed. Suction not within 12" of tank or reservoir floor not allowed to contribute to specified total water flow rate. Water discharge other than into tank or reservoir headspace not allowed to contribute toward specified total water flow rate.

- C. Flow Rates Required. To meet the project objectives, the following water flow and air flow rates are required of the supplied equipment.

Tank / Reservoir Name:	The City of Huron 2.0 MG Tank
Total Spray Water Flow Rate, GPM:	600 GPM
Total Floating Spray Power, HP:	10 HP
Total Air Flow Rate, CFM at "H2O:	750 SCFM at 6" H2O
Total Fan / Blower Power, HP:	2 HP

- D. Fit Through Small Hatch Opening. The THMR floating spray equipment must be able to fit through an unobstructed hatch opening of 24 Inch diameter (61cm) round.
- E. Continuous Operation With 460V, 3 PH, 60Hz Power Source. The THMR floating spray equipment shall operate continuously during day and night while connected to electric grid power.
- F. Stainless Steel Construction. The THMR floating spray equipment shall be constructed primarily of Type 316 stainless steel metal, for strength and superior corrosion resistance. Other non stainless steel materials shall be of NSF approved materials and rated for contact with potable water.
- G. Motor. The THMR floating spray equipment shall be mechanically operated by a submersible motor that meets the following criteria.
1. Direct Drive, with no gearbox
 2. No motors requiring lubrication maintenance allowed.
 3. Designed for submersible operation. Inside reservoir, TEFC motors

not allowed above or below water line.

4. Designed for Continuous Operation without overheating or compromising motor life expectancy.
5. Powered by a 460V, 3 PH, 60Hz Power Source. The THMR floating spray equipment shall operate continuously while connected to electric grid power.

H. Equipment Control and Motor Protection.

THM Removal System Panel shall control Spray Unit, Headspace Ventilation Unit (blower) and Future Equipment (Spray and Blower). It shall include at minimum:

1. NEMA 12 enclosure, steel, lockable.
2. Breakers for spray and blower accessible through inner door
3. All contacts shall be via interposing relays to allow for SCADA connection via 12 to 120V AC or DC connections.
4. For spray units (Spray 1 and Spray 2 (Future):
 - a. 10HP, 460V, 3PH, with Motor Protection (Pump Saver or Equiv.)
 - b. Current transformer and TruMeter LED ammeter
 - c. H-O-A switch – with Auto wired to a 24 hr. timer with minimum 1 hour time divisions
 - d. Lamps: Run, Spray Fail
 - e. Button: Spray Fail Reset
 - f. Contacts: Spray Run Status, Spray Fail (Amps out of range on Trumeter), Spray Overload Trip (Aux Contact on Overload), HOA Switch Status
5. For blower units (Blower 1 and Blower 2 (Future)::
 - a. 2HP, 460V, 3 PH, motor contactor with overload.
 - b. Current transformer and TruMeter LED ammeter.
 - c. H-O-A switch – with Auto wired to a 24 hr. timer (same timer as the spray unit)
 - d. Lamps: Run, Blower Fail
 - e. Button: Blower Fail Reset
 - f. Contacts: Blower Run Status, Blower Fail (Amps out of range on Trumeter), Blower Overload Trip (Aux Contact on Overload), HOA Switch Status

6. For Mixing Unit:
 - a. 1 HP, 120V, 1 PH, motor contactor with overload.
 - b. Current transformer and TruMeter LED ammeter. Ammeter shall be programmed to show current, running (green) and fail/alarm (flashing red).
 - c. H-O-A switch
 - d. Lamps: Run, Mixer Fail
 - e. Button: Mixer Fail Reset
 - f. Contacts: Mixer Run Status, Mixer Fail (Amps out of range on Trumeter), Mixer Overload Trip (Aux Contact on Overload), HOA Switch Status, Low level Cut-out.
 7. All other necessary components for a functional control system including but not limited to 120V single phase transformer, condensation heater, circuit breakers, terminal blocks, relays and
-
- I. Horizontal, Low Velocity intake. The THMR floating spray equipment shall be supplied with an intake capable of being positioned at the lowest elevation of the tank or reservoir floor. The intake level setting shall bring water into the THMR floating spray at a horizontal layer within 1 inches (2.5 cm) of the tank or reservoir floor. The intake shall include a singular hose of adequate length to reach the required intake depth setting.
 - J. Exposed Rotating Protection. The THMR floating spray equipment shall not have any rotating equipment openly exposed. Rotating shafts, impellers, and motors shall not be openly exposed and in the event of equipment contacting floor, shall not cause damage to tank or reservoir. Open impeller designs shall not be allowed.
 - K. Nozzles. The THMR floating spray equipment shall be equipped with a nozzle assembly sized for the specified water flow rate required. Nozzle shall be constructed of 316 stainless steel for optimal corrosion resistance and long wear life. The THMR floating spray equipment must be able operate without contacting the reservoir ceiling where the headspace clearance is 30" height between water level and reservoir ceiling.
 - L. Restraint System. All components of the THMR system shall be restrained from lateral and rotational movement, and self adjust at all water elevations. The restraining system shall not require any brackets, penetrations, or fixed connections to the tank or reservoir columns, walls, or floor below the overflow elevation. The restraint system used shall allow for placement and servicing without requiring tank or reservoir to be drained. The THMR system

shall not require the use of a diver or diving team to enter the tank or reservoir to complete placement or service of the specified equipment.

M. Forced Headspace Ventilation. To meet project objectives, a blower unit must be provided that produces the specified air flow rate and pressure. The blower unit shall meet the following criteria: 750 SCFM at 6 inches water column.

1. Fan or Blower discharge air shall be forced into the tank or reservoir head space. Suction of air out of tank or reservoir using a fan, blower, or ventilator shall not be allowed to meet specified air flow requirement.
2. Fan or Blower air entering reservoir shall be filtered by filter elements to be within 98% of 10 micron or less.
3. Suction filter elements and housing shall have a total air flow rating of at least 1.5 greater than specified air flow rate.
4. Substantial spatial separation required between Fan or Blower air discharge into reservoir and exhausted air out of reservoir to prevent short circuiting of headspace ventilation. Use of same reservoir opening for Fan or Blower discharge and exhaust air not allowed.
5. Powered by a 460V, 3PH, 60Hz Power Source. The blower equipment shall operate continuously while connected to electric grid power.
6. Fan Wheel to Motor coupling shall be direct drive, no belts or sheaves required.

N. Mixer. To meet the project objectives, the tank or reservoir circulation shall be achieved by a single submerged unit within the reservoir capable of providing long distance circulation of water. The mixer shall have a direct measurable flow rate where suction shall enter specified mixer's intake positioned within 2 inches of reservoir floor and discharging water vertically in a sheet flow pattern to induce a large volume, low velocity flow to reach the tank or reservoir water surface. The mixer must be placement flexible in design to allow best hydraulic positioning for tank or reservoir conditions to prevent hydraulic short circuiting within tank or reservoir. Suction not within 2 inches of tank or reservoir floor is not allowed.

1. Complete Mix: The mixer manufacturer guarantees that the subject tank will be completely mixed by the mixer. In continuous operation of the mixer:
 - a. At least once per 24 hours all water temperatures within the

tank shall converge to within 0.8 degrees C.

- b. At least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/L.
2. Fit Through Small Hatch Opening: The mixer shall be capable of fitting through a clear, unobstructed opening of 12" diameter without requiring disassembly or assembly.
3. Continuous Operation With 120VAC, 20 Amp Power Source: The mixer shall operate continuously during day and night while connected to electric grid power.
4. Stainless Steel Construction: The mixer shall be constructed primarily of Type 316 stainless steel metal for strength and superior corrosion resistance.
5. Motor: The mixer shall be mechanically operated by a submersible motor that meets the following criteria.
6. Direct drive with no gearbox and no lubrication maintenance required.
7. Designed for submersible operation: Mixer design shall include flow sleeve or housing around motor to provide water flow past motor per submersible motor design criteria to lower the total motor temperature and increase winding life.
8. Designed for Continuous Operation without overheating or compromising motor life expectancy: Constant, full speed operation, variable frequency drive or other method of speed reduction not required and not allowed.
9. 120 VAC, 20 Amp power source shall be supplied by THMRS Control Panel.
10. Exposed Rotating Protection: The mixer shall not have any rotating equipment openly exposed. Rotating shafts, impellers, and motors shall not be openly exposed, and in the event of any part of the mixer exterior contacting the floor or cord, it shall not cause damage to either.
11. Low Elevation Intake: The mixer shall be supplied with an intake capable of being positioned at the lowest elevation of the tank or reservoir floor. The intake level shall bring water into the mixer at a horizontal layer within 2 inches of the tank or reservoir floor to prevent hydraulic short circuiting of inflow water through the tank.
12. Restraint System: The mixer shall not require any brackets, penetrations, rope, ties, or fixed connections to the tank or reservoir columns, walls, or floor below the overflow elevation. The mixer shall allow for placement and servicing without requiring tank or reservoir to be drained. The mixer shall not require the use of a diver or diving team to enter the tank or reservoir to complete placement or service

of the specified equipment.

13. Functional for All Water Levels: The mixer shall function properly and not be negatively impacted by fluctuating water levels down to 24 inches of water depth. Devices requiring more than 24 inches of water depth to properly function without damage not allowed.
 14. Chlorine Boost Connection: The mixer shall be supplied with a connection point for injection of sodium hypochlorite. The connection point shall be compatible with a ½" (1.3 cm) diameter hose and be rated for contact with 12.5% Sodium Hypochlorite solution.
 15. Control Panel: Controlled by the THMRS Control Panel
- O. Safe Contact for Potable Water. The THMR floating spray equipment shall be listed as a system with NSF / ANSI Standard 61 approved materials and components for safe contact with potable water. A set of equipment without a product or system having NSF / ANSI Standard 61 listing not allowed.
- P. Placing and Servicing Without Requiring Tank or Reservoir Draining. The THMR system shall be designed for placement and servicing without requiring tank or reservoir to be drained. The THMR system shall not require the use of a diver or diving team to enter the tank or reservoir to complete placement or service of the specified equipment.
- Q. Maintenance Requirements. The THMR floating spray equipment shall operate normally with the following maintenance features.
1. No scheduled lubrication is required of any system components including motor.
 2. No spare parts shall be required to be kept on hand.
- R. Equipment Support. The THMR floating spray equipment manufacturer shall offer full factory support with the following staff and support services.
1. Customer Service, Application Engineering, and Equipment Engineering staff available by email or toll free phone.
 2. Field personnel for placing and servicing the specified THM floating spray equipment.
 3. Public website with detailed information available describing the THMR floating spray equipment for this project and related applications of this equipment into potable water tanks and reservoirs.
 4. Service plans for preventative maintenance and continued

technology improvements for the specified THM floating spray equipment.

PART 3 EXECUTION

A.01 CONTRACTOR PLACEMENT

- A. Placement and Startup Services. Shall be provided by others and not the factory equipment manufacturer. Installer shall have experience installing specified equipment in at minimum Five (5) installations in the State of Ohio.
- B. Safety. Placement personnel shall have received job-specific safety training on (a) Working over Water, (b) Boating Safety, (c) Disinfecting Procedures, (d) Confined Space Entry, (e) Fall Protection, (f) Self Rescue, and (g) DOT Compliance.
- C. Safety Equipment. Placement personnel shall be equipped with job-specific safety equipment to complete the placement of a THMR floating spray equipment following all OSHA safety regulations. Safety equipment shall include confined space, fall protection, rescue, decontamination, and communication tools such as (air monitor, ventilation fan, tri- pod, winches, FBH's, retractables, ropes, lanyards, descenders, radios, hard hats, step pools, disinfectant sprayer, etc.)
- D. Installer shall be responsible for electrical installation from roof mounted disconnects to the equipment including all rigid and/or flexible conduit, conductor, and equipment. Contractor/Electrician shall be responsible for all other electrical work including mounting of THMRS control panel provided by the THMRS manufacturer/distributor.
- E. Installer shall be present for commissioning with THMRS Manufacturer's Representative or Factory Technician. Rotation checks shall be performed and documented to verify proper operation of the THMRS spray unit and blower.

END OF SECTION