

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

**AN ORDINANCE CONCERNING THE AUTHORIZATION FOR THE
CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE WATERWORKS
OF THE TOWN OF GREENVILLE, INDIANA; AUTHORIZING THE ISSUANCE OF
REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS
THEREOF; ADDRESSING OTHER MATTERS CONNECTED THEREWITH; AND
REPEALING ORDINANCES INCONSISTENT HEREWITH**

WHEREAS, the Town of Greenville, Indiana (the "Town"), has heretofore established, acquired, constructed and financed its waterworks system for the purpose of providing for the collection, treatment and disposal of water from the Town (the "System") and now owns and operates the System pursuant to IC 8-1.5-1 et seq., as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the "Act"); and

WHEREAS, the Town Council of the Town (the "Town Council") hereby finds that certain improvements and extensions to the waterworks are necessary; and the engineers employed by the Town (the "Engineers"), have or will prepare and file plans, specifications, detailed descriptions and estimates of the costs of the necessary improvements and extensions to the waterworks, which plans and specifications, to the extent required by law, have been or will be duly submitted to and approved by the Town and all governmental authorities having jurisdiction thereover, particularly the Indiana Department of Environmental Management (the improvements and extensions to the Waterworks as described in the engineers, plans and specifications, as more fully described in Exhibit A, are referred to herein as the "Project"); and

WHEREAS, the Town has or will advertise for and receive bids for the construction of the Project, and such bids will be subject to the Town's determination to acquire, construct and install the Project and the Town obtaining funds for the Project; and

WHEREAS, the Town Council further finds that the estimates prepared and delivered by the Engineers with respect to the costs of acquisition and construction of such improvements and extensions to the waterworks, and including all authorized expenses relating thereto, including the costs of issuance of bonds on account thereof, will be in the estimated amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000), to be financed by the issuance of revenue bonds of the Town under the provisions of the Act; and

WHEREAS, the Town Council finds that there are not sufficient funds available of the waterworks to apply to the costs of the Project and that it is necessary to issue waterworks revenue bonds, and, if necessary, bond anticipation notes (the "BANs") to pay the costs of the Project, and the Bonds (as hereinafter defined) and the BANs, if issued, shall be issued to pay such costs of the Project, including incidental expenses; and

WHEREAS, the Bonds will constitute a first charge against the Net Revenues (as hereinafter defined) of the System and are to be issued subject to the provisions of the laws of the Act, and the terms and restrictions of this Ordinance; and

WHEREAS, the Town desires to authorize the issuance of the BANs hereunder, if necessary, payable solely from the proceeds of the waterworks revenue bonds issued hereunder; and

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WHEREAS, the Town Council now finds that all conditions precedent to the issuance of the BANs and the Bonds have been or will be met; and

WHEREAS, the Town has opted out of the IURC with respect to the operation of the System under the Act; and

WHEREAS, the Town desires to enter into a Financial Assistance Agreement (in the form attached as Exhibit C hereto and made a part hereof) with the Indiana Finance Authority together with any subsequent amendments thereto (the "Financial Assistance Agreement"), which would pertain to the Project and the financing thereof, if the Bonds are sold to the Indiana Finance Authority pursuant to its Drinking Water Revolving Loan Program (the "SRF Program"); and

WHEREAS, this Town Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of bond anticipation notes and revenue bonds to provide the necessary funds to be applied to the cost of the Project have been complied with in accordance with the provisions of the Act; and

WHEREAS, it is anticipated that the Town may advance all or a portion of the costs of the Project prior to the issuance of the BANs or the Bonds, with such advance to be repaid from proceeds of the BANs or the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the Town intends by this ordinance to qualify amounts advanced by the Town to the Project for reimbursement from proceeds of the BANs or the Bonds in accordance with the requirements of the Reimbursement Regulations.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE,
INDIANA:

Section 1. Acquisition and Construction of the Project. The Town, as the owner and operator of the waterworks, hereby orders, authorizes and directs the acquisition of any and all necessary property for and the construction of improvements and extensions to the waterworks, pursuant to the Act and in accordance with the plans and specifications heretofore prepared and filed with the Town by the Engineers, which plans and specifications are hereby adopted and approved and, by reference, incorporated fully into this Ordinance, and two (2) copies of which are now on file in the office of the Clerk-Treasurer of the Town (the "Clerk-Treasurer") and are open for public inspection pursuant to Indiana Code 36-1-5-4; provided, that any and all costs of property acquisition for and construction of improvements and extensions to the waterworks in connection with the Project, together with all other expenses relating thereto including the expenses of issuing bonds on account of the financing of a portion thereof, shall be limited to and shall not exceed the estimated sum of One Million Three Hundred Thousand Dollars (\$1,300,000) unless otherwise authorized by this Town Council. The actions of the Town in connection with the acquisition of any and all necessary property for and the construction and financing of such improvements and extensions to the waterworks are hereby authorized, approved, ratified and confirmed. Where used in this Ordinance, the term "Town" shall be construed also to include

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any department, board, commission or officer or officers of the Town or of any Town department, board or commission. The terms "Waterworks", "waterworks", "works", "system" and similar terms used in this Ordinance shall be construed to mean the Town's existing waterworks system (and its Drinking Water System as defined in the Financial Assistance Agreement, if applicable) together with all the real estate, equipment and appurtenances thereto used in connection therewith, and all improvements, extensions and additions thereto, and replacements thereof, now or subsequently constructed or acquired. The Project shall be constructed in accordance with the plans and specifications heretofore mentioned, which plans and specifications are hereby approved. The Project will be constructed and the Bonds will be issued pursuant to the provisions of this Ordinance and the Act. The Town may also use cash on hand or grant funding to pay for the Project. The Town reasonably expects to reimburse expenditures for the Project with proceeds of the Bonds and this constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and Indiana Code 5-1-14-6(c).

Section 2. Issuance of BANs and Bonds.

(a) The Town shall issue, if necessary, bond anticipation notes (the "BANs") for the purpose of procuring interim financing to pay the cost of the Project and, if deemed appropriate, the costs of issuance of the BANs. The Town may issue the BANs in one or more series, in an aggregate amount outstanding at any one time not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) to be designated "Waterworks Bond Anticipation Notes, Series 201__," to be completed with the appropriate year of issuance and an alphabetical designation, if necessary. The BANs shall be lettered and numbered consecutively from R-1 and upward, and shall be in authorized denominations of \$1,000 or more. The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed seven percent (7.0%) per annum (the exact rate or rates to be determined through negotiations with the purchasers of the BANs) payable either upon maturity or semiannually on January 1 and July 1, as designated by the Clerk-Treasurer of the Town (the "Clerk-Treasurer"), with the advice of O.W. Krohn & Associates, LLP, the financial advisor to the Town for financing purposes (the "Financial Advisor"). Each series of BANs will mature no later than five years after their date of delivery, the exact maturity determined by the Clerk-Treasurer, with the advice of the Financial Advisor and Barnes & Thornburg LLP, bond counsel to the Town ("Bond Counsel"). The BANs are subject to renewal or extension at an interest rate or rates not to exceed seven percent (7.0%) per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of any renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The BANs shall be issued pursuant to IC 5-1-14-5, as amended, if sold to a financial institution or any other purchaser, unless sold to the Indiana Finance Authority pursuant to the SRF Program. The BANs shall be sold at a price not less than ninety-nine percent (99.0%) of the principal amount thereof. The Town shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of the Bonds pursuant to and in the manner prescribed by the Act.

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(c) The Town shall issue the Bonds, in one or more series, in an aggregate principal amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) to be designated "Waterworks Revenue Bonds, Series 201 __," to be completed with the year in which the Bonds are issued and an alphabetical designation, if necessary, for the purpose of procuring funds to pay the cost of the Project, the refunding of the BANs, if issued, and the issuance costs of the Bonds or the BANs, if issued, as determined by the Clerk-Treasurer, with the advice of the Financial Advisor. The Bonds shall be issued and sold at a price not less than ninety-nine percent (99.0%) of the principal amount thereof, unless sold to the Indiana Bond Bank then sold at a price not less than ninety-seven and one-half percent (97.5%) of the principal amount thereof. The Bonds shall be sold by the Clerk-Treasurer pursuant to IC 5-1-11, as amended, unless sold to the Indiana Finance Authority pursuant to the SRF Program or the Indiana Bond Bank. The Bonds shall be issued in fully registered form in authorized denominations of \$5,000 or any integral multiple thereof or \$1.00 consistent with the requirements of the SRF Program. The Bonds shall be lettered and numbered consecutively from R-1 and upward, originally dated the date of delivery or the first day of the month in which the Bonds are sold, as determined by the Clerk-Treasurer, with the advice of the Financial Advisor, and shall bear interest at a rate or rates not exceeding seven percent (7.0%) per annum if sold to any purchaser (the exact rate or rates to be determined by bidding or through negotiation) or not exceeding six percent (6.0%) if sold to the Indiana Finance Authority pursuant to the SRF Program. Interest is payable semiannually on January 1 and July 1 in each year, commencing on the January 1 or July 1 following the issuance of the Bonds, all as determined by the Clerk-Treasurer, with the advice of the Financial Advisor, and as set forth in the bond sale notice if the Bonds are sold competitively pursuant to IC 5-1-11, as amended. The Bonds shall mature annually on January 1 of each year over a period ending no later than 20 years after substantial completion of the Project, and in such amounts as is deemed appropriate by the Clerk-Treasurer, with the advice of the Financial Advisor. If sold to the SRF Program, then the Bonds shall mature annually on January 1 of each year over a period ending no later than 20 years after the estimated date of substantial completion of the Project and in such amounts that will produce annual debt service that is as level as practicable, except as otherwise provided in the Financial Assistance Agreement. The first principal payment shall be no later than one year following the date of completion of the Project, as determined by the Clerk-Treasurer, with the advice of the Financial Advisor. The Bonds will be payable solely out of and constitute a first charge against the Net Revenues (herein defined as the gross revenues of the System (herein defined as the Town's waterworks system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired) remaining after the payment of the reasonable expense of operation, repair and maintenance of the System).

The Town may, upon the advice of the Financial Advisor, obtain bond insurance for the Bonds.

(d) Interest on the BANs shall be calculated according to a 365-day calendar year and interest on the Bonds shall be calculated according to 360 day calendar year containing twelve 30-day months.

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(e) The Clerk-Treasurer is authorized to serve or select and appoint a qualified financial institution to serve as the Registrar and the Paying Agent for the BANs and the Bonds, which registrar is hereby charged with the responsibility of authenticating the BANs and the Bonds (the "Registrar" or the "Paying Agent"). The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and the Paying Agent. The Clerk-Treasurer is further authorized to pay such fees as the institution may charge for the services it provides as the Registrar and the Paying Agent, and such fees may be paid from the Sinking Fund.

(f) The BANs or the Bonds shall be registered in the name of the purchaser, the principal thereof and interest thereon may be paid by wire transfer to such financial institution if and as directed by the purchaser on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. If wire transfer payment is not required, the principal of and interest on the BANs (if interest thereon is payable only at maturity) or the principal of the BANs (if interest thereon is not payable only at maturity) and the principal of the Bonds shall be payable at the principal office of the Paying Agent, and all payments of interest on the BANs (if interest thereon is not payable only at maturity) and the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses of the registered owners as they appear on the registration books kept by the Registrar. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the BANs or the Bonds are registered in the name of the Indiana Finance Authority, the principal thereof and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Indiana Finance Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Indiana Finance Authority is the owner of the BANs or the Bonds, the BANs or the Bonds shall be presented for payment as directed by the Indiana Finance Authority. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the BANs and the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

(g) Each BAN or Bond shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered BAN or BANs or Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Town; provided, however, that the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with

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respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Except as otherwise provided in the Continuing Disclosure Agreement described in Section 24, the Town, the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name the BANs or the Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof, the premium, if any, and interest due thereon.

(h) Interest on the Bonds, which are authenticated on or before the Record Date, which precedes the first interest payment date, shall be paid from their original issue date; provided that interest on the Bonds sold to the Indiana Finance Authority shall begin to accrue commencing from the dates of payment on the Bonds. Interest on the Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date, in which case the interest shall be paid from such interest payment date.

(i) The BANs or the Bonds may be issued in book-entry-only form as one fully registered BAN or Bond per maturity registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, and DTC may act as securities depository for the BANs or the Bonds. In that event, the purchase of beneficial interests in the BANs or the Bonds will be made in book-entry-only form in the denomination of \$100,000 or more or in the denomination of \$5,000 or any multiple thereof, respectively. Purchasers of beneficial interests will not receive certificates representing their interests in the BANs or the Bonds purchased. As long as DTC or its nominee, Cede & Co., is the registered owner of the BANs or the Bonds, payments of principal, premium, if any, and interest will be made when due directly to such registered owner in same-day funds wired by the Paying Agent in accordance with the procedures set forth in the Blanket Issuer Letter of Representations made by the Town to DTC.

Section 3. Redemption of BANs and Bonds.

(a) If deemed appropriate by the Clerk-Treasurer, with the advice of the Financial Advisor, the BANs shall be prepayable by the Town, in whole or in part, on or after the date determined to be most appropriate by the Clerk-Treasurer, with the advice of the Financial Advisor, upon ten (10) days' notice to the owner of the BANs as of the date which is 180 days prior to such prepayment, without any premium, but with accrued interest to the date of prepayment.

(b) The Bonds are redeemable at the option of the Town on any date, as determined by the Clerk-Treasurer with the advice of the Financial Advisor, on 30 days' notice, in whole or in part, in any order of maturity (or in the case of any Bonds sold to the Indiana Finance Authority as part of the SRF Program, in inverse order of maturity on 60 days notice) and by lot within a maturity, at the par amount thereof, together with a premium not greater than 2%, plus, in each case, accrued interest, if any, to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Clerk-Treasurer with the advice of the Financial Advisor.

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(c) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the Town, any Bonds maturing as term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before sixty-five (65) days preceding the applicable mandatory redemption date, if the Bonds are sold to the Indiana Finance Authority pursuant to the SRF Program or the Indiana Bond Bank, or on or before forty-five (45) days preceding the applicable mandatory redemption date, if the Bonds are sold to any other purchaser.

(d) If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for mandatory sinking fund redemption before selecting the Bonds by lot for optional redemption.

(e) Notice of redemption shall be given not less than thirty (30) days prior to the date fixed for redemption for Bonds that are sold to any other purchaser, unless such redemption notice is waived by the owner of the Bond or Bonds to be redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the Town as of the date which is forty-five (45) days prior to such redemption date for Bonds that are sold to any other purchaser. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

(f) The BANs and the Bonds shall be called for redemption in multiples of their minimum authorized denomination. The BANs and the Bonds in denominations of more than the minimum authorized denomination shall be treated as representing the number of BANs and Bonds, respectively, obtained by dividing the denomination of the BAN and the Bond, respectively, by the minimum authorized denomination within a maturity. The BANs and the Bonds may be redeemed in part. In the event of redemption of BANs and Bonds in part, upon surrender of the BAN or the Bond to be redeemed, a new BAN or BANs or Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the BAN or the Bond surrendered shall be issued to the registered owner thereof.

Section 4. Execution and Authentication of the BANs and the Bonds; Pledge of Net Revenues to the Bonds. The BANs and the Bonds shall be executed in the name of the Town by the manual

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or facsimile signature of the President of the Town Council (the "President"), countersigned by the manual or facsimile signature of the Clerk-Treasurer and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall affix the seal of the Town to each of the BANs and the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the BANs and the Bonds. The BANs and the Bonds must be authenticated by an authorized officer of the Registrar or by the Clerk-Treasurer if the Clerk-Treasurer is acting as the Registrar. The Bonds and any additional bonds issued on a parity with the Bonds in accordance with the restrictions imposed by this Ordinance (the "Parity Bonds"), as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the Net Revenues of the System. The Town shall not be obligated to pay the principal of and interest on the Bonds, except from the Net Revenues of the System (except to the extent payable from the proceeds of the Bonds), and the Bonds shall not constitute an indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State.

Section 5. Form of Bonds.

The form and tenor of the Bonds shall be substantially as set forth in Exhibit B, with all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof.

Section 6. Preparation and Sale of BANs and Bonds. The Clerk-Treasurer is hereby authorized and directed to have the BANs and the Bonds prepared, and the President, and the Clerk are hereby authorized and directed to execute the BANs and the Bonds in the form and manner herein provided. The Clerk-Treasurer is hereby authorized and directed to deliver the BANs and the Bonds to the purchasers thereof after the sale made in accordance with the provisions of this Ordinance, provided that at the time of such delivery, the Clerk-Treasurer shall collect the full amount which the purchasers have agreed to pay therefor, which amount shall not be less than the applicable minimum percentage of the par value of the BANs or the Bonds set forth in Section 2 of this Ordinance. The Town may receive payment for the BANs and the Bonds in installments. The Bonds, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the Town, payable out of the Net Revenues of the System to be set aside into the Sinking Fund as provided herein. The proceeds derived from the sale of the BANs and the Bonds shall be and are hereby set aside to pay the costs of the Project, the refunding of the BANs and the investment income therefrom, if applicable, and the expenses necessarily incurred in connection with the issuance of the BANs and the Bonds. The proper officers of the Town are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

Section 7. Bond Sale Notice; Official Statement.

(a) If the Bonds will be sold at a competitive sale, the Clerk-Treasurer shall cause to be published either (i) a notice of such sale in the authorized newspaper(s) published in the Town, two (2) times, at least one week apart, with the first publication being made at least fifteen (15) days before the date of the sale and the second publication being made at least three days before the date of the sale or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the

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Court and Commercial Record, all in accordance with IC 5-1-11, as amended, and IC 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the Town shall deem advisable. Any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that each bid shall be accompanied by a certified or cashier's check or a financial surety bond in an amount equal to one percent (1%) of the principal amount of the Bonds described in the notice. If a financial surety bond is used, it must be from an insurance company licensed to issue such bond in the State, and such bond must be submitted to the Town prior to the opening of the bids. The financial surety bond must identify each bidder whose good faith deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then the purchaser is required to submit to the Town a certified or cashier's check (or wire transfer such amount as instructed by the Town) not later than a time determined by the Financial Advisor on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the Town and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 2 of this Ordinance will be considered. The opinion of Bond Counsel approving the legality of the Bonds will be furnished to the purchaser at the expense of the Town.

(b) The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted its bid in accordance with the terms of this Ordinance, IC 5-1-11, as amended, and the notice. The best bidder will be the one who offers the lowest interest cost to the Town, to be determined by computing the total interest on all of the Bonds to their maturities and deducting the premium bid, if any, or adding thereto the discount bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time, no bid which provides a higher net interest cost to the Town than the best bid received at the time of the advertised sale will be considered.

(c) As an alternative to public sale, the Town may negotiate the sale of one or more series of the Bonds to the Indiana Finance Authority. The President and the Clerk-Treasurer are hereby authorized to (i) submit an application to the SRF Program, (ii) execute the Financial Assistance Agreement (including any amendment thereof) with the Indiana Finance Authority and (iii) sell one or more series of the Bonds upon such terms as are acceptable to the President and the Clerk-Treasurer consistent with the terms of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Project shall be executed by either the authorized officers of the Town and the Indiana Finance Authority. The substantially final form of the Financial Assistance Agreement is hereby approved by the Town

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Council, and the President and the Clerk-Treasurer are hereby authorized to execute and deliver the same and to approve any changes in form or substance to the Financial Assistance Agreement, and such approval shall be conclusively evidenced by its execution. The President and the Clerk-Treasurer are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance to the attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

As an alternative to public sale, the Clerk-Treasurer may also negotiate the sale of said Bonds to the Indiana Bond Bank at an interest rate or rates not exceeding eight percent (8.0%) per annum. The President and the Clerk-Treasurer are hereby authorized to (i) submit an application to the Indiana Bond Bank, (ii) execute a purchase agreement with the Indiana Bond Bank, and (iii) sell such Bonds upon such terms as are acceptable to the President and the Clerk-Treasurer consistent with the terms of this ordinance.

(d) Distribution of an Official Statement (preliminary and final) when and if prepared by the Financial Advisor, on behalf of the Town, is hereby authorized and approved and the President is authorized and directed to execute the Official Statement on behalf of the Town in a form consistent with this Ordinance. The President or the Clerk-Treasurer is authorized to deem the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 8. Use of Proceeds.

(a) The accrued interest and the premium, if any, received at the time of the delivery of the Bonds shall be deposited in the Bond and Interest Account. The remaining proceeds from the sale of the Bonds and the BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the Town, in a special account or accounts to be designated as "Town of Greenville, 2012 Waterworks Construction Account" (the "Construction Account"). All funds deposited to the credit of the Sinking Fund or the Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, IC 4-4-11 and IC 13-18-21, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the costs of issuance of the BANs or the Bonds, the cost of the Project, refunding all or a portion of the BANs, if issued, or as otherwise required by the Act. The cost of obtaining the legal services of Bond Counsel shall be considered a part of the costs of issuance of the BANs and the Bonds.

(b) The Town hereby declares that it reasonably expects to reimburse the Town's advances to the Project from proceeds of the BANs or the Bonds, as anticipated by this Ordinance.

(c) Any balance or balances remaining unexpended in the Construction Account after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the Project, shall either (1) be paid into the Bond and Interest Account and used solely for the purpose of paying the interest on the BANs or the Bonds when due until depleted or (2) be used

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for the same purpose or type of project for which the BANs or the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

(d) With respect to any series of Bonds sold to the Indiana Finance Authority, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the Town or (b) proceeds remain in the Construction Fund and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Indiana Finance Authority), the Town shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve as level as annual debt service as practicable as described in Section 2(c) subject to and upon the terms forth in the Financial Assistance Agreement.

Section 9. Revenues. All income and revenues of the System shall be deposited upon receipt in the Revenue Fund (the "Revenue Fund"). The Revenue Fund shall be maintained separate and apart from all other accounts of the Town. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13-9, as amended, and other applicable laws. No moneys derived from the revenues of the System shall be transferred to the general fund of the Town or be used for any purpose not connected with the System.

Section 10. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be transferred from the Revenue Fund and credited to the Operation and Maintenance Fund on or before the last day of each calendar month a sufficient amount of the revenues of the System so that the balance in the Operation and Maintenance Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the System for the then next succeeding two (2) calendar months. The moneys credited to the Operation and Maintenance Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the System on a day-to-day basis, but none of the monies in such fund shall be used for depreciation, replacements or improvements. Any monies in the Operation and Maintenance Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of the principal of or interest on the Bonds and any Parity Bonds (collectively, the "Bonds").

Section 11. Sinking Fund.

(a) General. There is hereby established a Sinking Fund (the "Sinking Fund"). After meeting the requirements of the Operation and Maintenance Fund set forth above, there shall be set aside and deposited in the Sinking Fund, as available, and as provided below, a sufficient amount of the Net Revenues of the System to meet the requirements of the Bond and Interest Account and the Debt Service Reserve Account (the "Debt Service Reserve Account"). Such payments shall continue until the balance in the Bond and Interest Account, plus the balance in the Debt Service Reserve Account, equal the amount necessary to redeem all of the Bonds.

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(b) Bond and Interest Account. There shall be transferred, on or before the last day of each calendar month, from the Revenue Fund and credited to the Bond and Interest Account: (i) commencing in the month the Bonds are issued, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to a fraction of the total amount of interest on the Bonds coming due on the next interest payment date (after deducting therefrom the amount already on deposit in the Bond and Interest Account on the date of issuance of the Bonds for the payment of such interest), which fraction shall be the quotient of one divided by the number of calendar months during which the Bonds will be outstanding prior to that first interest payment date; (ii) commencing in the month the Bonds are issued, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to a fraction of the total amount of principal of the Bonds coming due on the next principal payment date, whether by maturity or mandatory sinking fund redemption (after deducting therefrom the amount already on deposit in the Bond and Interest Account on the date of issuance of the Bonds for the payment of such principal), which fraction shall be the quotient of one divided by the number of calendar months during which the Bonds will be outstanding prior to that first principal payment date; (iii) commencing in the month of the first interest payment date for the Bonds following the date of issuance of the Bonds, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to one-sixth of the interest on the Bonds coming due on the next interest payment date; and (iv) commencing in the month of the first principal payment date for the Bonds following the date of issuance of the Bonds, an amount of the Net Revenues (or the entire balance if less than the required amount) equal to one-twelfth of the principal of the Bonds coming due on the next principal payment date, whether by maturity or mandatory sinking fund redemption. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the charges of the Paying Agent, if other than the Clerk-Treasurer, for paying the principal of, premium, if any, and interest on the Bonds as the same become payable. The Town shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the Paying Agent sufficient moneys to pay the principal, premium, if any, and interest on their due dates, together with the amount of the charges of the Paying Agent, if other than the Clerk-Treasurer.

(c) Debt Service Reserve Account. There is hereby continued a separate Reserve Account to be designated the "Debt Service Reserve Account."

(1) On the date of delivery of the Bonds, the Town may deposit Bond proceeds, funds on hand or a combination thereof, into the Debt Service Reserve Account. The balance to be maintained in the Debt Service Debt Service Reserve Account shall equal but not exceed the least of (i) the maximum annual debt service on the Bonds issued hereunder, and any parity bonds issued in the future by the Town which are payable from the Net Revenues of the System ("Parity Bonds"), (ii) 125% of average annual debt service on the Bonds issued hereunder, and the Parity Bonds or (iii) 10% of the proceeds of the Bonds issued hereunder, the and the Parity Bonds (the "Reserve Requirement"). If the Bonds are sold to the Indiana Finance Authority pursuant to the SRF Program then the Reserve Requirement shall equal but not exceed the maximum annual debt service on the Bonds, and any Parity Bonds. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds. The balance in the Debt Service Reserve Account, allocable to the Bonds, shall never exceed the Reserve Requirement.

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(2) The Debt Service Reserve Account shall constitute a margin for safety and a protection against default in the payment of the principal of, premium, if any, and interest on the Bonds, and the moneys in the Debt Service Reserve Account shall be used to pay the principal of and interest on the Bonds, to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Debt Service Reserve Account shall be promptly made up from the next available Net Revenues after the required deposits into the Bond and Interest Account. In the event moneys in the Debt Service Reserve Account are transferred to the Bond and Interest Account to pay the principal of and interest on the Bonds, then that depletion of the balance in the Debt Service Reserve Account shall be made up from the next available Net Revenues after the required deposits into the Bond and Interest Account. Investments in the Debt Service Reserve Account shall be valued at least annually at their fair market value and marked to market. If, after such valuation, it is determined that the amount on deposit in the Debt Service Reserve Account is in excess of the Reserve Requirement, such excess shall either be transferred to the Waterworks Depreciation Fund (the "Depreciation Fund"), or be used for the purchase of Bonds or installments of principal of Bonds at a price not exceeding par and accrued interest.

(3) Any portion of the Reserve Requirement shall be deemed to be satisfied if there is on deposit in the Debt Service Reserve Account any surety bond, insurance policy, guaranty, letter of credit or other credit enhancement in an amount equal to such portion, the issuer of which credit enhancement is rated at least "AAA" by Standard & Poor's Ratings Group and "Aaa" by Moody's Investors Service.

(4) The Sinking Fund (containing the Bond and Interest Account, the Debt Service Reserve Account), or any portion thereof, and the Construction Fund, may be held by one or more financial institutions acceptable to the Indiana Finance Authority as part of its SRF Program, pursuant to terms acceptable to the Indiana Finance Authority. If the Sinking Fund and the accounts therein, or any portion thereof, are so held in trust, the Town shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account, the Debt Service Reserve Account in accordance with Section 11 of this Ordinance, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules applicable to the Town's outstanding bonds. If the Construction Fund is so held in trust, the Town shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for the Bonds. The President of the Town Council and Clerk-Treasurer are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sinking Fund and the Construction Fund in the form of trust agreement as approved by the President of the Town Council and Clerk-Treasurer, consistent with the terms and provisions of this Ordinance.

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Section 12. Depreciation Fund. After meeting the requirements of the Operation and Maintenance Fund and the Sinking Fund set forth above, the Town shall transfer to the Depreciation Fund from the Revenue Fund on or before the last day of each calendar month a sufficient amount of Net Revenues to be used for improvements to, replacements of, additions to and extensions of the System. Moneys in the Depreciation Fund shall be transferred to the Bond and Interest Account if and to the extent necessary to prevent a default in the payment of the principal of, premium, if any, or interest on any Bond payable from Net Revenues, or, if necessary, to eliminate any deficiencies in the deposits or the minimum balance in the Debt Service Reserve Account as required by Section 11(c) of this Ordinance. At any other time, moneys in the Depreciation Fund may be transferred to the Operation and Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the System.

Section 13. Maintenance of Accounts: Investments. The Sinking Fund shall be maintained as a separate account or accounts from all other accounts of the Town. The Operation and Maintenance Fund and the Depreciation Fund may be maintained in a single account or separate accounts, but such account or accounts, shall likewise be maintained separate and apart from all other accounts of the Town and apart from the Sinking Fund account or accounts. All moneys deposited in the Funds and Accounts continued by this Ordinance shall be deposited, held and secured as public funds in accordance with the public depository laws of the State; provided that moneys therein may be invested in obligations in accordance with applicable laws, including IC 5-13, IC 4-4-11 and IC 13-18-21, as amended or supplemented, and in the event of such investment, the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this Section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts continued by this Ordinance except that the Sinking Fund and Construction Fund shall be maintained separate from the other Funds and Accounts.

Section 14. Maintenance of Books and Records.

The Town shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from the System, all disbursements made on account of the System and all other transactions relating to the System. Copies of all such statements and reports shall be kept on file in the office of the Clerk-Treasurer. If the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the System in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 15. Rate Covenant. The Town covenants and agrees that it will establish and maintain just and equitable rates and charges for the use of and the service rendered by the System, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the System, or that in any way uses or is served by the System, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the Town) to provide for Operation and Maintenance (as defined in the Financial Assistance Agreement) of the System, to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement and to pay all obligations of

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the System and of the Town with respect to the System. Such rates and charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the System and the requirements of the Sinking Fund. The rates and charges so established shall apply to any and all use of the System by and service rendered to the Town and shall be paid by the Town as the charges accrue.

Section 16. Defeasance of Bonds. If: (i) any of the Bonds shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal, the premium, if any, and the interest, so due and payable upon all of the Bonds or any designated portion thereof then outstanding shall be paid; or (ii) the Town shall cause to be held in trust for the purpose of paying when due the principal of, premium, if any, and interest on the Bonds or any designated portion thereof, money, together with direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due, will be sufficient, without reinvestment, to make such payments, and provision shall also be made for paying all fees and expenses for the redemption of such Bonds; then and in that case, such Bonds shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the System.

Section 17. Additional BANs and Bonds. The Town reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The Town reserves the right to authorize and issue Parity Bonds for the purpose of financing the cost of future additions to, extensions of and improvements to the System, or to refund obligations, subject to the following conditions:

(a) The principal of and interest on all bonds payable from the Net Revenues of the System shall have been paid in accordance with the terms thereof, and the amounts required to be paid into the Sinking Fund shall have been made to date in accordance with the provisions of this Ordinance.

(b) The Net Revenues of the System in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest requirements of the then outstanding bonds payable from the Net Revenues and the additional Parity Bonds proposed to be issued; or, prior to the issuance of such Parity Bonds, the water rates and charges shall be increased sufficiently so that such increased rates and charges applied to the previous year's operations would have produced Net Revenues for such year equal to not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest requirements of the then outstanding bonds payable from the Net Revenues and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the System shall be analyzed and all showings shall be prepared by a certified public accountant employed by the Town for that purpose.

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(c) The principal of, or mandatory sinking fund redemption dates for, the additional Parity Bonds shall be payable annually on January 1 and interest on the additional Parity Bonds shall be payable semiannually on the first days of January and July.

(d) The Reserve Requirement shall be satisfied for the additional Parity Bonds either at the time of delivery of the additional Parity Bonds or over a five (5) year or shorter period, in a manner which is commensurate with the requirements established in Section 11(c) of this Ordinance.

(e) If the Bonds are sold to the Indiana Finance Authority: (i) the Town obtains the consent of the Indiana Finance Authority; (ii) each of the Town and the Town Council has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance; and (iii) the Town is in compliance with its System permits, except for noncompliance, the elimination of which is a purpose for which the Parity Bonds, including any refunding bonds, are issued, so long as such issuance constitutes part of an overall plan to eliminate such noncompliance.

Section 18. Further Covenants. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds, it is specifically provided as follows:

(a) All contracts let by the Town in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of such contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State in the case of public contracts and shall be governed in all respects by the laws of the State relating to public contracts.

(b) The Project shall be constructed under the supervision and subject to the approval of the Engineer. All estimates for work done or material furnished shall first be checked by the Engineer and approved by the Town.

(c) So long as any of the BANs or the Bonds are outstanding, the Town shall at all times maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the BANs or the Bonds are outstanding, the Town shall acquire and maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State. All insurance proceeds or condemnation proceeds shall be used in replacing or restoring the System or, with the prior written consent of the Indiana Finance Authority if the BANs or the Bonds are sold to the Indiana Finance Authority, may be deposited in the Sinking Fund.

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(e) So long as any of the BANs or the Bonds are outstanding, the Town shall not mortgage, pledge or otherwise encumber the property and plant of the System, or any portion thereof, or any interest therein. The Town shall not sell, lease or otherwise dispose of any part of the System, except for such machinery, equipment or other property as may be replaced or shall no longer be necessary for use in connection with the System.

(f) Except as otherwise specifically provided in Section 17 hereof, so long as any of the BANs or the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the System shall be authorized, executed, or issued by the Town, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the BANs and the Bonds are redeemed or defeased pursuant to Section 16 hereof coincidentally with the delivery of such additional bonds or other obligations. If the BANs or the Bonds are sold to the Indiana Finance Authority and, except as otherwise specifically provided in Section 17 hereof, the Town shall not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the System, other than for normal operating expenditures, without the prior written consent of the Indiana Finance Authority, if such undertaking would involve, commit or use the revenues of the System.

(g) The provisions of this Ordinance shall constitute a contract by and between the Town and the owners of the BANs and the Bonds, all the terms of which shall be enforceable by any holder of the BANs or the Bonds by any and all appropriate proceedings in law or in equity. After the issuance of the BANs or the Bonds, this Ordinance shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the owners of the BANs or the Bonds, nor shall the Town Council or any other body of the Town adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the BANs or the Bonds remain outstanding. Except for the changes set forth in Section 21(a)(1)-(7) of this Ordinance, this Ordinance may be amended, however, without the consent of the BAN or the Bond owners, if the Town Council determines, in its sole discretion, that such amendment would not adversely affect the rights of any of the owners of the BANs or the Bond; provided, however, that if the BANs or the Bonds are sold to the Indiana Finance Authority, the Town shall obtain the prior written consent of the Indiana Finance Authority.

(h) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the BANs and the Bonds for the uses and purposes set forth herein, and the owners of the BANs and the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund or the Depreciation Fund for the uses and purposes of such Funds as set forth in this Ordinance. The owners of the BANs and the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer the System, in the event of default in the payment of the principal of or interest on any of the Bonds. Upon the appointment of such receiver, the receiver may: (i) charge and collect rates sufficient to provide for the payment of the expenses of the operation, repair and maintenance of the System and debt service as provided in the next following clause; (ii) pay the interest on the BANs or the principal of, premium, if any, and interest on any bonds payable from Net Revenues; and (iii) apply the revenues of the System in

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conformity with the Act and this Ordinance. In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System as described in this Ordinance.

(i) None of the provisions of this Ordinance shall be construed as requiring the expenditure of any funds of the Town derived from any source other than the proceeds of the BANs, the Bonds or the operations of the System.

Section 19. Investment of Funds.

(a) The Clerk-Treasurer is hereby authorized pursuant to IC 5-1-14-3, as amended, to invest moneys pursuant to the provisions of this Ordinance (subject to applicable requirements of federal law to insure the yields on such investments are equal to the then current market rates) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the BANs or the Bonds under federal law.

(b) The Clerk-Treasurer shall keep full and accurate records of investment earnings and income from moneys held in the Funds and Accounts continued by this Ordinance. In order to comply with the provisions of the Ordinance, the Clerk-Treasurer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the Town as to requirements of federal law to preserve the tax exclusion described above. The Clerk-Treasurer may pay the fees of such consultants or attorneys as operation expenses of the System.

Section 20. Tax Covenants. In order to preserve the exclusion of interest on the BANs and the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the BANs or the Bonds, as the case may be (the "Code"), and as an inducement to the purchasers of the BANs and the Bonds, the Town represents, covenants and agrees that:

(a) The use of the System will be based upon arrangements providing for use that is available to the general public on the basis of rates that are generally applicable and uniformly applied, and, to the extent so used, such use shall constitute general public use. No person or entity, other than the Town or another state or local governmental unit, will use more than 10% of the proceeds of the BANs or the Bonds or the property financed by the BAN or Bond proceeds, other than in a manner constituting general public use. No person or entity, other than the Town or another state or local governmental unit, will own property financed by the BAN or Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, management, service or incentive payment contract, or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from general public

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use, unless such uses in the aggregate relate to no more than 10% of the proceeds of the BANs or the Bonds, as the case may be. If the Town enters into a management contract for all or a portion of the System, the terms of the contract will comply with the Treasury Regulations issued by the United States Department of the Treasury (the "Regulations") and IRS Revenue Procedure 97-13, as amended by IRS Revenue Procedure 2001-39, and as such may hereafter be further amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in the aggregate will not relate to more than ten percent (10%) of the proceeds of the BANs or the Bonds.

(b) No more than ten percent (10%) of the principal of or interest on the BANs or the Bonds is (under the terms of the BANs, the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for private business use or payments in respect of such property, or to be derived from payments (whether or not to the Town) in respect of property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the BAN or Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than five percent (5%) of the BAN or Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the BAN or Bond proceeds.

(d) The Town reasonably expects, as of the date hereof, that the BANs and the Bonds will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the BANs and the Bonds.

(e) No more than five percent (5%) of the proceeds of the BANs or the Bonds will be attributable to private business use as described in paragraph (a) above and private security or payments described in paragraph (b) above attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issues and use that is related but disproportionate to any governmental use of those proceeds.

(f) The Town will not take any action nor fail to take any action with respect to the BANs or the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the BANs or the Bonds pursuant to Section 103 of the Code, nor will the Town act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this Ordinance if the interest on any BANs or Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the BANs or the Bonds, as the case may be.

(h) The Town represents that it will rebate any arbitrage profits to the United States of America to the extent required by the Code and the Regulations.

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(i) On or before the date of issuance of each series of BANs and the Bonds, the Clerk-Treasurer is hereby authorized to designate all or any portion of such BANs or Bonds as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code, if determined appropriate and permissible thereunder, with the advice of Bond Counsel.

(j) These covenants are based solely on current law in effect and in existence on the date of delivery of the BANs or the Bonds, as the case may be.

(k) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections"), which are designed to preserve the exclusion of interest on the BANs and the Bonds from gross income under federal law (the "Tax Exemption"), need not be complied with if the Town receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 21. Amendments with Consent of Bondholders.

(a) Subject to the terms and provisions contained in this Section and Section 18(i) of this Ordinance, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Town Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Town Council for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance or any supplemental ordinance; provided, however, that if the BANs or Bonds are sold to the Indiana Finance Authority, the Town shall obtain the prior written consent of the Indiana Finance Authority; and provided, further that nothing herein contained shall permit or be construed as permitting:

(1) An extension of the maturity of the principal of or the due date of interest on any BAN or Bond; or

(2) A reduction in the principal amount of any BAN or Bond or the redemption premium or the rate of interest thereon; or

(3) The creation of a lien upon or a pledge of the revenues or Net Revenues of the System ranking prior to the pledge thereof created by this Ordinance; or

(4) A preference or priority of any BAN or BANs over any other BAN or BANs or of any Bond or Bonds over any other Bond or Bonds; or

(5) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(6) A reduction in the Reserve Requirement; or

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(7) The extension of mandatory sinking fund redemption dates for the Bonds, if any.

(b) If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk-Treasurer, no owner of any Bond shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town Council from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Town and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the Town and the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the Town and the owners of all the Bonds then outstanding.

Section 22. Issuance of BANs.

(a) The Town, having satisfied all the statutory requirements for the issuance of the Bonds, may elect to issue the BAN or BANs to a financial institution, or any other purchaser (if then authorized by State law), pursuant to a Bond Anticipation Note Purchase Agreement (the "Bond Anticipation Note Agreement") to be entered into between the Town and the purchaser of the BAN or BANs, but only if such Agreement is deemed necessary by Bond Counsel. The Town Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available and, if deemed appropriate, to refund such BAN or BANs and to pay the costs of issuance of the BANs. It shall not be necessary for the Town to repeat the procedures for the issuance of the Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The President and the Clerk-Treasurer are hereby authorized and directed to execute a Bond Anticipation Note Agreement, if any (and any amendments made from time to time) in such form or substance as they shall approve, acting upon the advice of Bond Counsel. The President and the Clerk-Treasurer may take such other actions or execute and deliver such certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as any one of them deem necessary or desirable in connection therewith.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

Section 23. Rate Ordinance. The Town Council has or will adopt a Rate Ordinance, which sets forth the rates and charges applicable to the System.

Section 24. Continuing Disclosure. If necessary in order for the purchaser of the BANs or the Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the President and the Clerk-Treasurer are hereby authorized to execute and deliver, in the name and on behalf of the Town, (i) an agreement by the Town to comply with the requirements for a continuing disclosure undertaking of the Town pursuant to subsection (b)(5) or (d)(2) of the Rule, and (ii) amendments to such agreement from time to time in accordance with the terms of such agreement (the agreement and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Agreement"). The Town hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. The remedies for any failure of the Town to comply with and carry out the provisions of the Continuing Disclosure Agreement shall be as set forth therein.

Section 25. Conflicting Ordinances. All prior ordinances and parts of prior ordinances, insofar as they are in conflict herewith, are hereby repealed.

Section 26. Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the President.

Adopted this 25TH day of June, 2012.

TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA

President 
Talbotte Richardson

Vice President _____
Patti Hayes

Member _____
Darryl Kepley


Member 
Greg Redden

Member 
Bob Wright

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

Member

ATTEST:



Clerk-Treasurer Jack Travillian

SCHEDULE OF EXHIBITS

EXHIBIT A - Project Description

EXHIBIT B - Form of Bond

EXHIBIT C - Form of Financial Assistance Agreement

EXHIBIT A

PROJECT DESCRIPTION

The Project shall consist of (a) projects necessary for the design, engineering, construction and/or equipping of the Town's new elevated water tower including booster station and main extensions, all of which is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the IFA (or, if designated by the IFA, the Department); and (b) any other projects, improvements or repairs related thereto.

EXHIBIT B

FORM OF BOND

(Attached)

No. R-__

[Unless this 201_ Bond (as defined below) is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Town of Greenville, Indiana, or its agent for registration of transfer, exchange or payment, and any 201_ Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA

STATE OF INDIANA

TOWN OF GREENVILLE

WATERWORKS REVENUE BOND, SERIES 201_

Maturity

COUNTY OF FLOYD

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

Date Interest
Rate Original
Issue Date Authentication
Date
[CUSIP]
[See Exhibit A] _____% _____, 201_ _____

Registered Owner:

Principal Sum:

The Town of Greenville (the "Town"), in Floyd County, State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum specified above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for this 201_ Bond (as defined below), or its assigns,] on [the Maturity Date set forth above] or [January 1 in the years and in the amounts set forth in Exhibit A attached hereto] [(unless this 201_ Bond is subject to and shall have been duly called for redemption and payment as provided for herein)], and to pay interest hereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this 201_ Bond, unless this 201_ Bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date, in which case it shall bear interest from such interest payment date, or unless this 201_ Bond is authenticated on or before _____ 15, 201_, in which case it shall bear interest from the Original Issue Date, which interest is payable semiannually on the first days of January and July of each year, beginning on _____ 1, 201_. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of and premium, if any, on this 201_ Bond is payable at the principal office of _____ (the "Registrar" or the "Paying Agent"), in the _____ of _____ Indiana.] All payments of [principal of, premium, if any, and] interest on this 201_ Bond shall be paid by [check mailed one business day prior to the interest payment date] [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority (the "Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the Registered Owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by the [Clerk-Treasurer of the Town (the "Registrar" or the "Paying Agent") in the Town] [Registrar]. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the Town's Waterworks Revenue Bonds, Series 201_ (the "201_ Bonds"), shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This 201_ Bond shall not constitute an indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State, and the Town shall not be obligated to

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

pay this 201_ Bond or the interest hereon except from the special fund provided from the Net Revenues (herein defined as the gross revenues of the System (herein defined as the Town's waterworks system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired) remaining after the payment of the reasonable expense of operation, repair and maintenance of the System).

This 201_ Bond is one of an authorized series of 201_ Bonds of like tenor and effect, except as to numbering, interest rates per annum and dates of maturity, in the total amount of

_____ Dollars (\$ _____) lettered and numbered consecutively from R-1 and upward, issued for the purpose of providing funds to pay the cost of the acquisition of, and the construction and installation of certain improvements to, the System, including, without limitation, the acquisition and installation of necessary equipment therefor and the making of other site improvements related thereto (the "Project"), [to refund interim notes issued in anticipation of the 201_ Bonds (the "BANs")] and to pay the costs of issuance of the 201_ Bonds [and the BANs], as authorized by: an ordinance adopted by the Town Council on _____, 201_, entitled "An Ordinance authorizing the acquisition, construction and installation of certain improvements for the waterworks system of the Town of Greenville, the issuance of revenue bonds to provide the cost thereof, the collection, segregation and distribution of the revenues of such system, the safeguarding of the interests of the owners of such revenue bonds and other matters connected therewith, including the issuance of notes in anticipation of such bonds, and repealing ordinances inconsistent herewith" (the "201_ Ordinance"), and in strict compliance with the provisions of IC 8-1.5-1 et seq., as in effect on the issue date of this 201_ Bond (the "Act"). Capitalized terms not otherwise defined herein have the same meanings as ascribed to them in the 201_ Ordinance.

Pursuant to the provisions of the Ordinance (the "Ordinances") and the Act, the principal of and interest on this 201_ Bond, all other 201_ Bonds, and any bonds hereafter issued ranking on a parity therewith (collectively, the "Bonds"), are payable solely from the Waterworks Sinking Fund (the "Sinking Fund") to be funded from the Net Revenues of the System, except to the extent payable from the proceeds of the Bonds.

The Town irrevocably pledges, the entire Net Revenues of the System to the prompt payment of the principal of and interest on the Bonds and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by the System as are sufficient in each year for the payment of the Operation and Maintenance (as defined in the Financial Assistance Agreement) and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinances. The Town has covenanted to maintain rates and charges, to the extent permitted by law, to produce Net Revenues sufficient to pay the annual debt service on the Bonds. If the Town or the proper officers of the Town shall fail or refuse to so fix, maintain and collect such rates or charges, or if there shall be a default in the payment of the principal of or interest on the Bonds when due, the owner of this 201_ Bond shall have all of the rights and remedies provided for in the Act and the Ordinances, including the right to have a receiver appointed to administer the System (but only in the event of a default in the payment of the principal of or the interest on the Bonds when due), and, by civil action, to protect and enforce rights granted by the Act or under the Ordinances in connection with any action or duty to be performed by the Town, the Town Council or any officer of the Town, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

The Town further covenants that it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues to pay: (a) the principal of and interest on all Bonds, as such principal and interest shall come due; (b) the necessary fiscal agency charges for paying the principal of and interest on the Bonds; and (c) an additional amount to create and maintain the debt service reserve required by the Ordinances. Such required payments shall constitute a first charge upon all the Net Revenues of the System.

The 201_ Bonds maturing on and after _____, are redeemable at the option of the Town on _____ 1, 20__, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, in inverse order of maturity and by lot within a maturity, at face value, together with the following premiums:

___% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
___% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
___% if redeemed on _____ 1, 20__, or thereafter
prior to maturity;

plus in each case accrued interest to the date fixed for redemption.

[The 201_ Bonds maturing on _____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, plus accrued interest, on January 1 in the years and in the amounts set forth below:

Year	Amount
------	--------

*

*Final Maturity.]

[In the event the 201_ Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the 201_ Bonds for mandatory sinking fund redemption before selecting the 201_ Bonds by lot for optional redemption.] Notice of redemption shall be mailed to the address of the Registered Owner as shown on the registration record of the Town, as of the date which is [forty-five (45)] days prior to such redemption date, not less than [thirty (30)] days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the 201_ Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the 201_ Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

[The 201_ Bonds shall be called for redemption in multiples of [\$5,000]. The 201_ Bonds in denominations of more than \$1.00 shall be treated as representing the number of 201_ Bonds obtained by dividing the denomination of the 201_ Bond by [\$5,000] within a maturity.] The 201_ Bonds may be redeemed in part. In the event of the redemption of the 201_ Bonds in part, upon surrender of the 201_ Bond to be redeemed, a 201_ Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the 201_ Bond surrendered shall be issued to the Registered Owner.

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

If this 201_ Bond shall not be presented for payment or redemption on the date fixed therefor, and the Town shall have deposited in trust with [the Paying Agent] [its depository bank], an amount sufficient to pay this 201_ Bond or the redemption price, as the case may be, then the Registered Owner shall thereafter look only to the funds so deposited in trust with [the Paying Agent] [such depository bank] for payment and the Town shall have no further obligation or liability with respect thereto.

This 201_ Bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the office of the Registrar, by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this 201_ Bond, together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a fully registered 201_ Bond or 201_ Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the Registered Owner, as the case may be, in exchange therefor. [Except as otherwise provided in the Disclosure Agreement described below, the] [The] Town, the Registrar and the Paying Agent may treat and consider the person in whose name this 201_ Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof, premium, if any, and interest due hereon.

The 201_ Bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$5,000] or any integral multiple thereof not exceeding the aggregate principal amount of the 201_ Bonds maturing in such year.

[All of the 201_ Bonds have been designated [or deemed designated] as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

THE REGISTERED OWNER, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE 201_ ORDINANCE.

This 201_ Bond is subject to defeasance prior to redemption or payment as provided in the 201_ Ordinance. The 201_ Ordinance may be amended without the consent of the owners of the 201_ Bonds as provided in the 201_ Ordinance if the Town Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the 201_ Bonds. [Reference is hereby made to the Financial Assistance Agreement, as amended from time to time, between the Town and the Authority as to certain terms and covenants pertaining to the Project and this Bond (the “Financial Assistance Agreement”).]

[A Continuing Disclosure Agreement dated as of the Original Issue Date (the “Disclosure Agreement”) has been executed by the Town for the benefit of each registered or beneficial owner of any 201_ Bond. A copy of the Disclosure Agreement is available from the Town and its terms are incorporated herein by reference. The Disclosure Agreement contains certain covenants of the Town to each registered or beneficial owner of any 201_ Bond, including a covenant to provide continuing disclosure of certain annual financial information and notices of the occurrence of certain events, if material. By its payment for and acceptance of this 201_ Bond, the Registered Owner and any beneficial owner of this 201_ Bond assents to the Disclosure Agreement and to the exchange of such payment and acceptance for such covenants.]

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and completion of the execution, issuance and delivery of this 201_ Bond have been done and performed in regular and due form as provided by law. This 201_ Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by [an authorized representative] of the Registrar.

IN WITNESS WHEREOF, the Town has caused this 201_ Bond to be executed in its corporate name and on its behalf by the manual or facsimile signature of its President, have its corporate seal affixed hereunto, imprinted or impressed by any means, and be attested manually or by facsimile by its Clerk- Treasurer.

TOWN OF GREENVILLE, INDIANA
[SEAL]

President _____
Talbotte Richardson

Attest: _____
Jack Travillian Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this 201_ Bond is one of the Bonds described in the 201_ Ordinance.

[_____ ,
as Registrar

By _____
Authorized Representative]

ABBREVIATIONS

The following abbreviations, when used in this 201_ Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM as tenants in common
TEN ENT as tenants by the entireties
JT TEN as joint tenants with right of survivorship and not as tenants in common

UNIF TRAN

MIN ACT Custodian _____

(Cust.) (Minor)

under Uniform Transfers to Minors Act of
(State)

Additional abbreviations may also be used although not in the list above.

**TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030**

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(Please print or typewrite name, address and social security or other identifying number of the assignee and insert

_____ number for the first named transferee if held by joint account)
the within 201_ Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, as attorney to transfer the within 201_ Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated:

REGISTERED OWNER:

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within 201_ Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

Signature guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

TOWN OF GREENVILLE
WATERWORKS REVENUE BOND, SERIES 201_
Maturity
Date Principal
Due

EXHIBIT C

FORM OF FINANCIAL ASSISTANCE AGREEMENT
(Attached)

TOWN OF GREENVILLE
ORDINANCE NO. 2012-WO-030

EXHIBIT D

DWSRF LOAN PROGRAM FINANCIAL INFORMATION FORM

EXHIBIT E

400,000 GALLON WATER STORAGE TOWER BIDS

EXHIBIT F

PUMPING STATION RELOCATION BIDS

EXHIBIT G

ENGINEERING BID ANALYSIS CHARTS

EXHIBIT H

IDEM PERMIT

EXHIBIT "A"

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE

400,000 GALLON ELEVATED WATER TANK, BOOSTER STATION, WATER MAIN EXTENSION, AND TANK SITE WORK

SRF PROJECT DW 10 15 2201

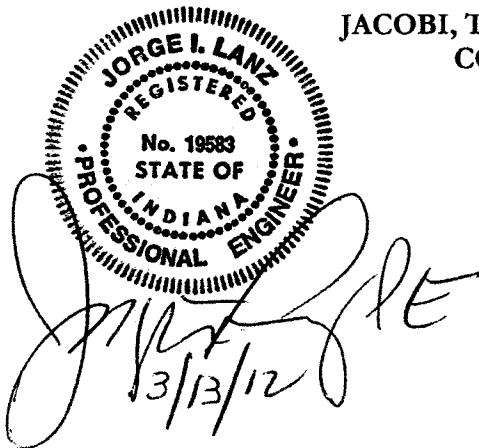
FLOYD COUNTY, INDIANA

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

January 2012

PREPARED BY

JACOBI, TOOMBS, AND LANZ, INC.
CONSULTING ENGINEERS
120 BELL AVENUE
CLARKSVILLE, IN 47129
(812) 288-6646
FAX (812) 288-6656



Job No. 11090



NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Greenville Water Municipal Water Utility until **7:00 P.M.** local time on the **11th day of June, 2012** in the Office of Greenville Municipal Water Utility, 9706 Clark Street, Greenville, Indiana, for the construction of the following project:

400,000 Gallon Water Tank Booster Station, Water Main Extension, and Tank Site Work

This project consists of two (2) divisions: Division 'A' consists of providing and erecting a 400,000 gallon elevated water tank, including demolition and salvaging of existing 90,000 gallon steel standpipe adjacent to the proposed tank site, site work, piping, paving, fencing, and any and all other items. Division 'B' consists of the relocation of an existing pressure booster station. A 12" water main extension, and any and all other items. The contractor may bid on either Division 'A' or 'B' or on both.

At the hour of **7:00 P.M.** local time on the **11th day of June, 2012** all bids for this construction will be publicly opened and read aloud at the Greenville Town Hall.

A non-mandatory pre-bid meeting will be held at 1:30 pm local time on the 30th of May, 2012 in the Greenville Town Hall.

The bids shall be lump sum for Division 'A' and unit price for Division 'B', for all work shown on the plans and called for in the specifications with unit prices for extras as detailed in the Instructions to Bidders in the specifications and submitted in duplicate on the State Board of Accounts Form No. 96. An executed State Board of Accounts Form 96a or similar document shall be required.

The Contractor to whom the work is awarded will be required to furnish, before commencing work, a performance, maintenance and payment bond to extend for a period of one year after final acceptance, in an amount equal to the bid price of the contract awarded to said Contractor and Certificates of all Insurance as described in the Contract Documents.

The Contract Documents, including the Plans and Specifications are on file for public inspection at the office of the Greenville Municipal Water Utility, 9706 Clark Street, Greenville, Indiana 47124.

Copies of these documents may be obtained for quoting purposes from Jacobi, Toombs & Lanz, Inc., at 120 Bell Avenue, Clarksville, Indiana, 47129 by a payment of a non-refundable fee of One Hundred dollars (\$100.00) for each set of plans and bid documents.

Wage rates on this project shall not be less than the prescribed scale of wages determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana for 1935 and as scheduled in the specifications.

Small and Minority-Owned Businesses and Woman's Business Enterprises are encouraged to submit bids on this project.

The Greenville Municipal Water Utility, reserves the right to reject any and all quotes and to waive informalities in bidding.

GREENVILLE MUNICIPAL WATER UTILITY

Talbotte Richardson, President
Greenville Town Council

NOTICE TO BIDDERS

Please address all questions concerning the bid for this project to Aaron Sutherland, P.E.; Jacobi, Toombs and Lanz, (812-288-6646) or a.sutherland@jtleng.com

The following check list identifies all of the items required to be submitted with your bid submittal package (All items shall be submitted in duplicate):

- Contractors bid and bid schedule - completely executed and signed. (Executed) Indiana State Bid Form No. 96.
- Non-Collusion Affidavit - completely executed, signed and notarized (Standard Form 96.
- Bid Bond - acceptable bidders bond or certified check in the amount of not less than five (5) percent of the total bid price.
- Form 96A, or similar financial statement - completely executed and signed.
- Contractors Statement of Understanding of Utility Conflicts & Issues, signed by an authorized representative.
- Acknowledgement of all Addenda issued for the project.
- Good Faith Efforts Worksheet.
- Form OEE-1, U.S. EPA Certification of Non-segregated Facilities.
- Form OEE-2, Notice to Labor Union or other Organizations of Workers Non-discrimination in Employment.
- Bidder's List Form
- Attachment A
- Attachment B
- Attachment C
- Attachment D

- Attachment D
- Attachment E
- Attachment F
- Attachment G
- Attachment H

SECTION

15-A MULTI-COLUMN ELEVATED WATER
STORAGE TANK
15-B BOOSTER STATION
15-C ALTITUDE/FLOW CONTROL VALVE

15-A-1 TO 15-A-9

15-B-1 TO 15-B-2

15-C-1 TO 15-C-2

GEOTECHNICAL INVESTIGATION REPORT

ATTACHED

DIVISION A - BIDDING REQUIREMENTS

SECTION A-2 - INSTRUCTIONS TO BIDDERS

1.0 PROJECT IDENTIFICATION

1.1 PROJECT: DIVISION 'A': 400,000 GALLON WATER TANK,
DIVISION 'B': BOOSTER STATION AND WATER MAIN
EXTENSION
JOB NO. 11090
GREENVILLE, INDIANA

1.2 OWNER: GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

2.0 DOCUMENTS

2.1 Contract documents are on file and may be examined as indicated in the "Notice to Bidders".

2.2 Sets of drawings and specifications may be obtained by CONTRACTORS who are prospective bidders, as indicated in the "Notice to Bidders".

2.3 Supplemental sheets of drawings may be obtained by CONTRACTORS or suppliers from the ENGINEER by paying the cost of drawing reproduction at \$4.00 per sheet. No refund will be made for supplemental sheets of drawings.

3.0 NOTICE AND SITE

3.1 Bidders shall carefully read the OWNER's Notice to Bidders with regard to preparation of proposals for this work, which includes the forms required to be submitted, bonds required and date and place for receiving proposals.

3.2 All bidders shall fully inform themselves of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles which may be encountered, and other relevant matters concerning the work to be performed.

3.3 No bidder, after being awarded the contract, shall be allowed any extra compensation for reason of his failure to fully inform himself, prior to bidding, of all requirements of the contract documents, the drawings, specifications and the circumstances of the construction site.

4.0 PROPOSAL FORMS

4.1 Bidders shall submit proposals on State Board of Accounts Revised Form 96, properly completed, and be accompanied by an Indiana State Board of Accounts Questionnaire Form 96a, or a similar accounting form.

4.2 Two (2) copies of Form 96 and one (1) copy of Form 96a shall be submitted.

5.0 BID SECURITY

5.1 A bidder must file with its sealed bid proposal, a certified check or bid bond payable to the OWNER, in an amount not less than five percent (5%) of the total bid. The above check or bond is to insure the execution of the contract on which such bids are made.

5.2 In the event that the bid is not accepted, this check or bid bond will be returned to the bidder.

5.3 In the event the bid is accepted, this check or bid bond will be released when the contract has been awarded, but in no case shall be held longer than the period set for withdrawal of bid proposal.

5.4 In the event that the bid is accepted, if the bidder shall refuse or neglect to enter into a contract with the OWNER within ten (10) days from the time he shall be notified of said acceptance of the same, said check or bid bond shall be forfeited to the OWNERS as ascertained and liquidated damages for failure to do so.

6.0 INTERPRETATION

6.1 Interpretation or explanation of contract documents shall not be made by the OWNER. All such inquiries shall be made to the ENGINEER. If any person submitting a bid proposal for work is in doubt as to the true meaning of any part of the contract documents, he may submit to the ENGINEER a written request for an interpretation. Any interpretation of such contract documents will be made by addendum issued.

6.2 All questions and inquires on the project must be received by the Engineer no later than 72 hours before the bid opening. No questions will be answered after this time.

7.0 ADDENDA

7.1 Addenda issued by the ENGINEER during the time of bidding shall be mailed or delivered to each person receiving a set of contract documents and to such other prospective bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the bid proposal form, and upon executing the contract, shall become a part thereof.

8.0 SUBSTITUTIONS

- 8.1 Materials and products shall be one of those which are required by trade names of quality description listed under each section of the specifications. These shall be the material and products bid on except as follows.
- 8.2 To obtain approval to use unspecified products, bidders shall submit request at least ten (10) days before time of bid opening. Bidders are cautioned: The more time allowed for review, the better the chance for approval on qualified, unspecified products. Any qualified, unspecified product will be approved by addendum only.
- 8.3 Voluntary alternates are invited on materials or products which are equal or better in their ability to perform the function desired, of maintenance, of appearance, and of wearing quality, of equal or less cost only.

9.0 BIDS

- 9.1 Any bidder may withdraw his bid at any time prior to the scheduled time for receipt and opening of bids. No bid shall be withdrawn after the opening of bids without the written consent of the OWNER for a period of ninety (90) days after the scheduled time for opening of bids.
- 9.2 A bid by an individual not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is designed.
- 9.3 A bid by a partnership shall be signed by all the partners, or by an Attorney-in-Fact. If by the latter, a Power of Attorney shall be attached evidencing authority to sign the bid executed by all the partners.
- 9.4 A bid by a corporation shall have the correct name thereof, followed by the word "by" and the signature of the president or other officer of the corporation authorized to sign, and the secretary, and shall have affixed the corporate seal.
- 9.5 Bids must be submitted in a sealed envelope, identifying the enclosure as a sealed bid.
- 9.6 No bid will be accepted or considered if received after the time and date set to receive bids as stated in the "Notice to Bidders". No qualified bids will be acceptable.

10.0 AWARD

- 10.1 The contract shall be deemed to have been awarded when notice of award shall have been duly served upon the bidder to whom the OWNER contemplates awarding the contract, by any such officer or agency of the OWNER duly authorized to give such notice.
- 10.2 Each Division ('A' and 'B') will be awarded to the lowest, responsive, responsible bidder.

11.0 BASIS OF BIDS

- 11.1 If unit price, the CONTRACTOR shall submit separate, installed, unit prices for each item listed on the bid form. These prices shall include all work necessary to complete that particular item.
- 11.2 The CONTRACTOR shall extend the unit prices, using the quantities provided on the bid form.
- 11.3 The quantities shown on the bid form for each item are estimated from the plans and are not guaranteed by the OWNER or the ENGINEER. The OWNER reserves the right to purchase more or less of any item necessary to complete the project. If funds are not sufficient, some portion of the project may be deleted, or if bids are lower than anticipated, more the items may be added.
- 11.4 The bid will be awarded on the basis of the lowest total price of items chosen by the OWNER.
- 11.5 The materials with bid unit prices shall be listed on the required proposal form.
- 11.6 The OWNER will check the multiplication and addition in the bid and will use the corrected numbers for evaluation of the bids.
- 11.7 If lump sum, the CONTRACTOR shall submit a lump sum price to complete all of the items called for.

12.0 WAGE SCALES

- 12.1 The successful bidder must comply with the Davis-Bacon Wage Scale that is current the day of the bid opening.

For the various trades or occupations listed in the wage rate schedule in connection with this "Instruction to Bidders," each employee engaged in work on the project covered by this contract shall be paid not less than the wage rate indicated in such schedule.

The Contractor shall post in conspicuous places on the site of the project a schedule showing all minimum wage rates and all authorized deductions, if any, for unpaid wages earned.

In case it becomes necessary under the contract for the Contractor to employ any person in a trade or occupation for which no minimum wage rate is herein specified (for example, storekeeper, time-keeper, watchman, waterboy and the like, but not including executive, supervisory, administrative, clerical, or other non-manual workers as such), the Contractor shall immediately notify the Owner, who will promptly provide the Contractor a minimum rate. Such rate shall be applicable as a minimum for such trade occupation from the time of

initial employment of the person or persons affected, and during the continuance of such employment.

In Case of underpayment of wage to a worker on this project under the contract by the Contractor or any Subcontractor, the Owner shall withhold the difference between the wages required to be paid and the wages actually paid such worker and the Owner may disburse such amount so withheld by it for and on account of the Contractor to employee to whom such amount is due. The amounts withheld shall be in addition to percentages to be retained by the Owner pursuant to other provisions of the contract. This contract is subject to the "Anti-Kickback" (18USC 874: 40 USC 276 (C) Statute.

The prevailing wage scale as fixed and determined for the project may be examined at the Owner's address as given in the "Notice to Bidders" if not attached hereto.

13.0 ITEMS TO BE SUBMITTED WITH BID

13.1 The successful bidder must comply with the Davis-Bacon Wage Scale current the day of the bid opening.

- A. Contractors bid and bid schedule - completely executed and signed. (Executed) Indiana State Bid Form No. 96.
- B. Non-Collusion Affidavit - completely executed, signed and notarized (Standard Form 96.
- C. Bid Bond - acceptable bidders bond or certified check in the amount of not less than five (5) percent of the total bid price.
- D. Form 96A, or similar financial statement - completely executed and signed.
- E. Contractors Statement of Understanding of Utility Conflicts & Issues, signed by an authorized representative.
- F. Acknowledgement of all Addenda issued for the project.
- G. Good Faith Efforts Worksheet.
- H. Form OEE-1, U.S. EPA Certification of Non-segregated Facilities.
- I. Form OEE-2, Notice to Labor Unions or Other Organizations of Workers Non-discrimination in Employment.
- J. Bidder's List Form.
- K. Attachment 2.

14.0 BID FORMS

NOTE: INSERT AND ATTACH TO FORM 96, DO NOT USE THE CONTRACTOR'S BID SECTION ON FORM 96. BE SURE TO SIGN BID, NOTARIZE BID AND EXECUTE NON-COLLUSION AFFIDAVIT.

CONTRACTOR'S BID FORM

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

RE: DIVISION 'A': 400,000 GALLON ELEVATED TANK
JOB NO. 11090

Gentlemen:

We submit, herewith, our sealed proposal to furnish all necessary labor, material and equipment to construct the above captioned project, in accordance with the subject plans and specifications at the unit prices listed herein.

400,000 GALLON ELEVATED WATER TANK**JOB NO. 11090**

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$	\$
2	1	LS	Maintenance of Traffic	\$	\$
3	1	LS	Clearing of Right-of-way	\$	\$
4	1	LS	Construction Stakeout	\$	\$
5	1	LS	400,000 Gallon Elevated Water Tank, complete	\$	\$
6	1	LS	Site Work, complete	\$	\$
7	1	LS	Removal of existing tank, complete		
8	1	EA	Atlitude/Flow Control Valve in Vault, complete	\$	\$
TOTAL LUMP SUM BID PRICE = Total of Items 1 thru 8 =					\$

Contractor

BID FOR:

DIVISION 'A': 400,000 GALLON ELEVATED WATER TANK

JOB NO. 11090

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

NAME OF FIRM

PERSON

PERSON

ATTEST

DATE

Accepted this _____ day of _____, 2012

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

CONTRACTORS STATEMENT OF
UNDERSTANDING OF UTILITY
CONFLICTS & ISSUES

By submitting this bid, we understand the challenges and issues involved with the potential conflict with existing utilities during the execution of this project. We acknowledge that the location of the utilities shown may not be accurate; however, our bid takes this into consideration and we understand that no additional compensation will be made for working around or near a utility that is not shown on the plans or that is shown incorrectly. Any changes in the plans due to utilities shall be paid for based on the unit prices provided on the bid form. Additional contract days may be awarded if deemed necessary by the OWNER.

Our bid price takes into consideration the costs required to coordinate the relocation of any and all affected utilities, and the potential interruption and delays of operation in constructing this project. However, it is understood that we, the CONTRACTOR, will not be held responsible for schedule delays attributable to a given utility company's lack of cooperation or completion of relocation.

SUBMITTED BY:

CONTRACTOR

BY: (Printed Name and Title)

SIGNATURE

DATE

14.0 BID FORMS

NOTE: INSERT AND ATTACH TO FORM 96, DO NOT USE THE CONTRACTOR'S BID SECTION ON FORM 96. BE SURE TO SIGN BID, NOTARIZE BID AND EXECUTE NON-COLLUSION AFFIDAVIT.

CONTRACTOR'S BID FORM

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

RE: DIVISION 'B': BOOSTER STATION AND WATER MAIN EXTENSION
JOB NO. 11090

Gentlemen:

We submit, herewith, our sealed proposal to furnish all necessary labor, material and equipment to construct the above captioned project, in accordance with the subject plans and specifications at the unit prices listed herein.

BOOSTER STATION AND WATER MAIN EXTENSION				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$	\$
2	1	LS	Maintenance of Traffic	\$	\$
3	1	LS	Clearing of Right-of-way	\$	\$
4	1	LS	Construction Stakeout	\$	\$
5	1	LS	Erosion Control	\$	\$
6	1	LS	Relocate Existing Pump Station	\$	\$
7	1,580	LF	12" Water Main and fittings	\$	\$
8	50	LF	12" D.I. Water Main	\$	\$
9	8	EA	12" Gate Valve	\$	\$
10	1	EA	12" x 6" Cross	\$	\$
11	1	EA	12" x 10" Reducer	\$	\$
12	1	EA	12" Tee	\$	\$
13	1	EA	Hydrant	\$	\$
14	1	LS	Site Work	\$	\$
TOTAL BID PRICE = Total of Items 1 thru 14 =					\$

Contractor

BID FOR:

DIVISION 'B': BOOSTER STATION AND WATER MAIN EXTENSION

JOB NO. 11090

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

NAME OF FIRM

PERSON

PERSON

ATTEST

DATE

Accepted this _____ day of _____, 2012

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

DIVISION A - BIDDING REQUIREMENTS
SECTION A-3 - METHOD OF MEASUREMENT AND PAYMENT
FOR BID ITEMS

1.0 UNITS

- 1.1 The unit shown for each item on the bid form shall be used for payment purposes. These prices shall be "installed" unit prices.
- 1.2 Where no quantity is shown for a particular bid item, a unit price shall be supplied, but will only be used where unanticipated extra or deleted work is called for by job conditions and authorized by change order. These unit prices and items shall not be included in the total bid price shown on the bid form.
- 1.3 A bid not containing unit prices on all items will be rejected by the Owner as improper.

2.0 MEASUREMENT FOR PAYMENT-DIVISION 'A'

- 2.1 The lump sum price for the "400,000 elevated water tank" shall include all material, labor and equipment necessary to complete the item. It shall include all disinfection, electrical, telemetry, lighting, connection to water line, controls, pipe, letting, painting, and any and all other items to render a complete, operational water storage tank. The words "Greenville Water" shall be painted on the tank as specified.
- 2.2 The lump sum price for the "Site Work" shall include all grading, excavation, earthwork, clearing, water lines, valves, gravel, dense graded aggregate (dga), asphalt, fence, surface restoration, seeding, reconstruction of Clark Street, erosion control, and any and all other items to result in a finished site.
- 2.3 The lump sum price for "Removal of Existing Tank" shall include demolition, hauling, salvaging, removal of existing altitude/control valve and pit, fence, and any and all items to complete, remove and salvage the existing tank works. The CONTRACTOR shall take into account the steel salvage cost savings in his bid price.
- 2.4 The lump sum price for "Altitude/Flow Control Valve" shall include all labor, material and equipment, to install the control valve in a vault, as shown in the plans, for the Galena Tank.

3.0 MEASUREMENT FOR PAYMENT-DIVISION 'B'

- 3.1 The Lump Sum price for "Relocate Existing Pump Station" shall include all work necessary for the complete working installation of the existing pump station. This work shall include the excavation, removal and transporting of the existing pump station, the excavation, setting and connecting the existing pump station, electrical connections, telemetry connections, the driveway, site grading, and all other items necessary to make the pump station functional.

The CONTRACTOR shall be responsible for filling the excavated area of the existing pump station to grade. The CONTRACTOR shall place compacted lefts of dirt that is free of all trash, limbs, and other debris into the excavated area. The dirt shall be mounded to allow for

3.2 The unit price given for pipe shall include all pipe, trench, gravel, joint restraints, pipe anchors, joints, rock and earth excavation, backfill, pavement and driveway repair, fittings, cleanup, restoration, seeding, grading, and all other items necessary to complete the installation of the pipe.

3.3 The Lump Sum price for the Site Work shall include all work necessary to prepare the site for the tank construction, including all grade work, gravel, fencing, and all other items shown in the plans.

3.4 The Lump Sum price for the Tank Removal shall include all work necessary to remove and dispose of the existing water tank. The contractor shall provide the Owner with a receipt for any scrap metal that was recycled. This cost will be deducted from the contract

4.0 INCIDENTAL CONSTRUCTION EXPENSES

4.1 All incidental construction and expenses, not mentioned elsewhere, shall be included in the appropriate unit prices. All utility coordination shall be the sole responsibility of the CONTRACTOR.

DIVISION B - CONTRACT FORMS

SECTION B-1 - CONTRACT DOCUMENTS

1.0 GENERAL

- 1.1 It is understood that the signature and seal of the CONTRACTOR on a properly completed and executed State Board of Accounts Form 96 indicates the CONTRACTOR's acceptance of all terms as set out in these specifications and documents and his willingness to complete the project as stated herein and shown on the drawings.
- 1.2 It is further understood that by the acceptance of, and the proper affixing of the signatures of the OWNER to the Form 96, that a binding contract exists between the OWNER and the CONTRACTOR.
- 1.3 After the OWNER signs the Form 96, and notifies the CONTRACTOR of his acceptance, the CONTRACTOR shall proceed to complete the project with the best workmanship possible conforming to all specifications set out herein and to all details, drawings and notes shown on the plans for this project.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R / 9-10) / Form 96 (Revised 2010)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of
_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II (For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS**

OF

Filed

Action taken

TO THE BIDDER -

The following Form 96a is not required by the State Board of Accounts. However, the bidder must either use this form or one similar to it prepared by their accountant.

JACOBI, TOOMBS AND LANZ, INC.

CONTRACTOR'S FINANCIAL STATEMENT

Submitted by

} A Corporation
} A Co-partnership
} An Individual

with principal office at

To

Conditions at close of business

		ASSETS	Dollars				Cts.
1	Cash: (a) on hand \$	(b) in bank \$	(c) elsewhere \$				
2	Notes receivable	(a) due within 90 days	(b) due after 90 days	(c) past due			
3	Accounts receivable from completed contracts, exclusive of claims not approved for payment						
4	Sums earned on uncompleted contracts as shown by engineer's or architect's estimate	(a) Amount receivable after deducting retainage	(b) Retainage to date, due upon completion of contracts				
5	Accounts receivable from sources other than construction contracts						
6	Deposits for bids or other guarantees	(a) Recoverable within 90 days	(b) Recoverable after 90 days				
7	Interest accrued on loans, securities, etc.						
8	Real Estate:	(a) Used for business purposes	(b) Not used for business purposes				
9	Stocks and bonds:	(a) Listed - present market value	(b) Unlisted - present value				
10	Materials in stock not included in Item 4	(a) for uncompleted contracts (present value)	(b) other materials (present value)				
11	Equipment, book value						
12	Furniture and fixtures, book value						
13	Other assets						
		Total Assets					
		LIABILITIES					
1	Notes payable	(a) to banks regular	(b) to banks for certified checks	(c) to others for equipment obligations	(d) to others exclusive of equipment obligations		
2	Accounts payable	(a) Not past due	(b) Past due				
3	Real estate encumbrances						
4	Other liabilities						
5	Reserves						
6	Capital stock paid up	(a) Common	(b) Common	(c) Preferred	(d) Preferred		
7	Surplus (net worth)						
		Total Liabilities					
		CONTINGENT LIABILITIES					
1	Liability on notes receivable, discounted or sold						
2	Liability on accounts receivable, pledged, assigned or sold						
3	Liability as bondsman						
4	Liability as guarantor on contracts or on accounts of others						
5	Other contingent liabilities						
		Total Contingent Liabilities					

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand (b) deposited in banks named below (c) elsewhere - (state where)	\$ \$ \$
----------	------	--	----------------------------------

NAME OF BANK	LOCATION	DEPOSIT IN NAME	AMOUNT

2*	Notes receivable	(a) due within 90 days (b) due after 90 days (c) past due	\$ \$ \$
-----------	------------------	---	----------------------------------

RECEIVABLES FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY HOW SECURED	AMOUNT

Have any of the above discounted or sold? If so, state amount, to whom, and reason.

.....

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment
-----------	---

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above discounted or sold? If so, state amount, to whom, and reason.

.....

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate	
	(a) Amount receivable after deducting retainage	\$
	(b) Retainage to date due upon completion of contract	\$

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned or pledged? If so, amount, to whom and reason.

.....

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

5* Accounts receivable not from construction contracts \$

RECEIVABLES FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
.....
.....
.....

What amount, if any, is past due \$

6* Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECEIVABLE	AMOUNT
.....
.....
.....

7 Interest accrued on loans, securities, etc. \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
.....
.....
.....

8 Real estate book value { (a) used for business purposes \$ \$
 { (b) not used for business purposes \$ \$

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1
2
3
4
5
6
7

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1
2
3
4
5
6
7

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9	Stocks and bonds	(a) Listed - present market value	\$	
		(b) Unlisted - present value	\$	

DESCRIPTION	ISSUING COMPANY	LIST NT. OR DIV. PAID <hr/> DATE %	PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
1						
2						
3						
4						
5						
6						
7						

WHO HAS POSSESSION?	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1		
2		
3		
4		
5		
6		
7		

10	Materials in stock and not included in Item 4, Assets:	
	(a) For use on uncompleted contracts (present value)	\$
	(b) Other materials (present value)	\$

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS

11*	Equipment at book value	\$
------------	-------------------------------	----

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEM	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? If so, state total amount

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	\$
13	Other assets	\$

DESCRIPTION	AMOUNT

Total Assets:

DETAILS RELATIVE TO LIABILITIES

1	{	(a) To banks, regular	\$
		(b) To banks for certified checks	\$
		(c) To others for equipment obligations	\$
		(d) To others exclusive of equipment obligations	\$

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	{	(a) Not past due	\$
		(b) Past due	\$

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3	Real estate encumbrances (see Item 8, Assets)	\$
----------	---	----------

4	Other liabilities	\$
----------	-------------------------	----------

DESCRIPTION	AMOUNT

5	Reserves	\$
----------	----------------	----------

INTEREST	INSURANCE	BLDGS & FIX	PLANT DEPT.	TAXES	BAD DEBTS
\$	\$	\$	\$	\$	\$

6	{	Capital Stock paid up (a) Common	\$
		(b) Preferred	\$

7	Surplus	\$
----------	---------------	----------

Total Liabilities:

If a corporation, answer this:

Amount for which incorporated

Capital paid in cash \$

When incorporated

In what state

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

.....
.....
.....
.....

Do you have the necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?

If a co-partnership, answer this:

Date of organization

State whether co-partnership is general, limited or association

Give the names, addresses and proportional interests of all parties

NAME	ADDRESS	SHARE
..... \$
..... \$
..... \$
..... \$
..... \$
..... \$
..... \$
..... \$
..... \$
..... \$

SECTION B-2 – FORM OF AGREEMENT FOR DIVISION ‘A’

THIS AGREEMENT is by and between Greenville Municipal Water Utility, Greenville, Indiana (“Owner”) and _____ (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 WORK

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

DIVISION ‘A’: 400,000 Gallon Elevated Water Tank

This project consists of the construction of a 400,000 elevated water storage tank, and all other items shown on the plans and mentioned in the specifications for a complete project.

2.0 THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: construction of a 400,000 gallon elevated storage tank. Greenville, Indiana - SRF Project No.DW10152201

3.0 ENGINEER

3.1 The Project has been designed by Jacobi, Toombs & Lanz, Inc, 120 West Bell Ave, Clarksville, IN 47129, who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4.0 CONTRACT TIMES

4.1 Time of the Essence

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.

4.2 Days to Achieve Substantial Completion and Final Payment

The Work will be completed and ready for final payment in accordance with Paragraph 5.1 of the General Requirements on page 1-A-1 of the Specifications within 150 days after the date when the Contract Time commences to run as provided in Paragraph 5.1 on Page 1-A-1 of the General Requirements .

4.3 Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Paragraph 5.1 of the General Requirements on page 1-A-1. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as

liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.2 for Substantial Completion until the Work is complete.

5.0 CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents and as shown on Indiana State Board of Accounts Form No. 96, an amount in current funds pursuant to Paragraph below.

For all Work, a Lump Sum Price Bid of: _____ Dollars (\$_____). If applicable, all specific unit prices are included in the above price and have been computed in accordance with Section A-2 and A-3 of the Specifications.

6.0 PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Item 9 of the General Conditions, Division C. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraphs 6.2 A.1. and 6.2 A.2 below. All such payments will be measured by the schedule of values established as provided in Section A-2 of the Specifications (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 9.0 on page C-104 of the Specifications.
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage); but
 - c. When the total amount being withheld as retainage equals 5 percent of the total contract amount, no additional retainage shall be withheld.
2. Upon Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed including retainage, less 200 percent of the reasonably estimated amount of uncompleted work remaining as determined by Engineer, and less such other amounts as Engineer shall determine in accordance with The Specifications.

remaining as determined by Engineer, and less such other amounts as Engineer shall determine in accordance with The Specifications.

6.3 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 9.2 on page C-104 of the Specifications, Owner shall pay Contractor as provided in Paragraph 9.2 on page C-104 of the Specifications the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

7.0 INTEREST

7.1 All moneys not paid when due as provided in Paragraph 9.0 of the General Conditions shall not be subject to any interest for unpaid balance.

8.0 CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified .
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. Supplemental General Conditions for Indiana State Revolving Fund (SRF) Loan Program.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of sheets with each sheet bearing the following general title: Ewing Lane Pump Station, Jeffersonville, Indiana.
 - 7. Addenda (numbers inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Contractor's Bid Bond.
 - c. Indiana SRF Documentation submitted with the Contractor's Bid.
 - d. Supplemental information submitted with the Contractor's Bid.
 - e. MBE/WBE Letters of Commitment submitted by Contractor within 24 hours of the bid opening.
 - 9. Notice of Award.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - c. Notice to Proceed.
 - d. Work Change Directives.
 - e. Change Order(s).
- B. The documents listed in Paragraph 9.1 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Project Specification.

10.0 MISCELLANEOUS

10.1 Terms

Terms used in this Agreement will have the meanings stated in the Specifications.

10.2 Assignment of 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

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

10.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four (4) copies. One (1) counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:
Greenville Municipal Water Utility
Greenville, Indiana

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Greenville Municipal Water Utility

9706 Clark Street

Greenville, IN 47124

Agent for service of process:

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

SECTION 00550 – NOTICE TO PROCEED

Dated _____

Project: Division 'A': 400,000 Gallon Elevated Water Tank

Owner: Greenville Municipal Water Utility, Greenville, Indiana
9706 Clark Street
Greenville, IN 47124

Contractor: _____

You are notified that the Contract Times under the above contract will commence to run on _____ . On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____ .

Before you may start any Work at the site, The CONTRACTOR must deliver to the owner, performance bonds (with copies to Engineer and other identified additional insureds) certificates of insurance and payment bonds.

Contractor	Greenville Municipal Water Utility Greenville, Indiana Owner
Received by Project Manager Title	Given by Consultant Engineer/Project Manager Title
Date	Date

Copy to Engineer

SECTION 00510 – NOTICE OF AWARD

Dated _____

Project: 400,000 Gallon Elevated Water Tank

Owner: Greenville Municipal Water Utility, Greenville, Indiana

Bidder: _____

Bidder's Address: (send Certified Mail, Return Receipt Requested):

You are notified that your Bid dated _____, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Project which is generally described as follows:

400,000 Gallon Elevated Water Tank

This project consists of the constructions of a 400,000 elevated water storage tank and all other items shown on the plans and mentioned in the specifications for a complete project.

The Lump Sum Price Contract Price of your Contract is _____
_____ (\$ _____) which includes all specific unit prices.

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents four (4) copies of the Contract Performance and Payment Bonds.
3. Deliver with the executed Contract Documents four (4) copies of the Certificates of Insurance.

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 ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Greenville Municipal Water Utility, Indiana
Owner

By: _____

Title

Copy to Engineer

SECTION 00510 – NOTICE OF AWARD

Dated _____

Project: 400,000 Gallon Elevated Water Tank

Owner: Greenville Municipal Water Utility, Greenville, Indiana

Bidder: _____

Bidder's Address: (send Certified Mail, Return Receipt Requested):

You are notified that your Bid dated _____, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Project which is generally described as follows:

400,000 Gallon Elevated Water Tank

This project consists of the constructions of a 400,000 elevated water storage tank and all other items shown on the planes and mentioned in the specifications for a complete project.

The Lump Sum Price Contract Price of your Contract is _____ (\$ _____) which includes all specific unit prices.

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents four (4) copies of the Contract Performance and Payment Bonds.
3. Deliver with the executed Contract Documents four (4) copies of the Certificates of Insurance.

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 ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Greenville Municipal Water Utility, Indiana
Owner

By: _____

Title

Copy to Engineer

SECTION B-2 – FORM OF AGREEMENT FOR DIVISION ‘B’

THIS AGREEMENT is by and between Greenville Municipal Water Utility, Greenville, Indiana (“Owner”) and _____ (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 WORK

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

DIVISION ‘B’: BOOSTER STATION, WATER MAIN EXTENSION

This project consists of the relocation of an existing booster station, a 12” water main extension, and all other items shown on the plans and mentioned in the specifications for a complete project.

2.0 THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: relocation of an existing booster station, a 12” water main extension, and site work for a proposed water tank, Greenville, Indiana - SRF Project No.DW10152201

3.0 ENGINEER

3.1 The Project has been designed by Jacobi, Toombs & Lanz, Inc, 120 West Bell Ave, Clarksville, IN 47129, who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4.0 CONTRACT TIMES

4.1 Time is of the Essence

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.

4.2 Days to Achieve Substantial Completion and Final Payment

The Work will be completed and ready for final payment in accordance with Paragraph 5.1 of the General Requirements on page 1-A-1 of the Specifications within 150 days after the date when the Contract Time commences to run as provided in Paragraph 5.1 on Page 1-A-1 of the General Requirements .

4.3 Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Paragraph 5.1 of the General Requirements on page 1-A-1. 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

liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.2 for Substantial Completion until the Work is complete.

5.0 CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents and as shown on Indiana State Board of Accounts Form No. 96, an amount in current funds pursuant to Paragraph below.

For all Work, a Unit Price Bid of: _____ Dollars (\$_____). All specific unit prices are included in the above price and have been computed in accordance with Section A-2 and A-3 of the Specifications.

6.0 PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Item 9 of the General Conditions, Division C. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraphs 6.2 A.1. and 6.2 A.2 below. All such payments will be measured by the schedule of values established as provided in Section A-2 of the Specifications (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 9.0 on page C-104 of the Specifications.
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage); but
 - c. When the total amount being withheld as retainage equals 5 percent of the total contract amount, no additional retainage shall be withheld.
2. Upon Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed including retainage, less 200 percent of the reasonably estimated amount of uncompleted work remaining as determined by Engineer, and less such other amounts as Engineer shall determine in accordance with The Specifications.

6.3 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 9.2 on page C-104 of the Specifications, Owner shall pay Contractor as provided in Paragraph 9.2 on page C-104 of the Specifications the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

7.0 INTEREST

7.1 All moneys not paid when due as provided in Paragraph 9.0 of the General Conditions shall not be subject to any interest for unpaid balance.

8.0 CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified .
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. Supplemental General Conditions for Indiana State Revolving Fund (SRF) Loan Program.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of sheets with each sheet bearing the following general title: Ewing Lane Pump Station, Jeffersonville, Indiana.
 - 7. Addenda (numbers inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Contractor's Bid Bond.
 - c. Indiana SRF Documentation submitted with the Contractor's Bid.
 - d. Supplemental information submitted with the Contractor's Bid.
 - e. MBE/WBE Letters of Commitment submitted by Contractor within 24 hours of the bid opening.
 - 9. Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - c. Notice to Proceed.

- d. Work Change Directives.
 - e. Change Order(s).
- B. The documents listed in Paragraph 9.1 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Project Specification.

10.0 MISCELLANEOUS

10.1 Terms

Terms used in this Agreement will have the meanings stated in the Specifications.

10.2 Assignment of 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

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

10.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four (4) copies. One (1) counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:
Greenville Municipal Water Utility
Greenville, Indiana

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Greenville Municipal Water Utility

9706 Clark Street

Greenville, IN 47124

Agent for service of process:

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

SECTION 00550 – NOTICE TO PROCEED

Dated _____

Project: Division 'B': Booster Station, Water Main Extension
Owner: Greenville Municipal Water Utility, Greenville, Indiana
9706 Clark Street
Greenville, IN 47124

Contractor: _____

You are notified that the Contract Times under the above contract will commence to run on _____ . On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____ .

Before you may start any Work at the site, The CONTRACTOR must deliver to the owner, performance bonds (with copies to Engineer and other identified additional insureds) certificates of insurance and payment bonds.

Contractor	Greenville Municipal Water Utility Greenville, Indiana Owner
Received by Project Manager	Given by Consultant Engineer/Project Manager
Title	Title
Date	Date

Copy to Engineer

SECTION 00510 – NOTICE OF AWARD

Dated _____

Project: Booster Station, Water Main Extension

Owner: Greenville Municipal Water Utility, Greenville, Indiana

Bidder: _____

Bidder's Address: (send Certified Mail, Return Receipt Requested):

You are notified that your Bid dated _____, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Project which is generally described as follows:

Booster Station, Water Main Extension.
This project consists of the relocation of an existing booster station and a 12” water main extension, and tank site work.

The Unit Price Contract Price of your Contract is _____ (\$ _____) which includes all specific unit prices.

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents four (4) copies of the Contract Performance and Payment Bonds.
3. Deliver with the executed Contract Documents four (4) copies of the Certificates of Insurance.

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 ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Greenville Municipal Water Utility, Indiana
Owner

By: _____

Title

Copy to Engineer

DIVISION C - GENERAL CONDITIONS

1.0 TERMS DEFINED

- 1.1 OWNER - GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA
- 1.2 ENGINEER - JACOBI, TOOMBS AND LANZ, INC., CONSULTING
ENGINEERS, OR ITS AUTHORIZED REPRESENTATIVE.
- 1.3 CONTRACTOR - PERSON, FIRM OR CORPORATION TO WHOM THE
WITHIN CONTRACT IS AWARDED BY THE OWNER, AND
WHO IS SUBJECT TO THE TERMS THEREOF.
- 1.4 A.C.I. - AMERICAN CONCRETE INSTITUTE
- 1.5 A.S.T.M. - AMERICAN SOCIETY OF TESTING MATERIALS
- 1.6 N.E.M.A. - NATIONAL ELECTRICAL MANUFACTURERS
ASSOCIATION
- 1.7 A.A.N. - AMERICAN ASSOCIATION OF NURSERYMEN
- 1.8 E.D.A. - ECONOMIC DEVELOPMENT ADMINISTRATION
- 1.9 A.W.W.A. - AMERICAN WATER WORKS ASSOCIATION
- 1.10 A.N.S.I. - AMERICAN NATIONAL STANDARDS INSTITUTE
- 1.11 O.S.H.A. - OCCUPATIONAL SAFETY AND HEALTH ADMIN.

2.0 UNIT PRICES ON BID FORM

- 2.1 The list of unit prices to be submitted with the bid form if asked for in the "Instructions to Bidders", are for all work and, deleted, additional or omitted work as ordered by the ENGINEER. All prices as shown by the Bidder shall be installed prices unless requested differently on the bid form.
- 2.2 The total job shall be bid and paid for as mentioned in the "Instructions to Bidders".
- 2.3 Extras shall be handled and paid for as stated in these specifications in paragraph 22.0 "Extra Work Procedures" and in paragraph 23.0 "Extra, Additional or Omitted Work Payment."

3.0 CONTRACT SECURITY

- 3.1 The CONTRACTOR shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract and for payment of all persons performing labor or furnishing materials in connection with this contract, and securing faithful maintenance of said work for a period of one (1) year after final acceptance of this contract.

4.0 CONTRACTOR'S INSURANCE, GENERAL

- 4.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under Articles 5.0 and 6.0, General Conditions, and such insurance has been approved by the OWNER.
- 4.2 The CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- 4.3 Insurance required in Articles 5.0 and 6.0 will not be required of CONTRACTORS not performing work at the site of the improvements.

5.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 5.1 The CONTRACTOR shall take out and maintain, during the life of this contract, such Public Liability and Property Damage Insurance as required to protect himself and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

GENERAL (COMPREHENSIVE) LIABILITY

1. Bodily Injury or Death - Each Person \$500,000
 2. Bodily Injury or Death - Each Accident \$500,000
 3. Property Damage - Each Accident \$100,000
 4. Property Damage - Aggregate \$300,000
- 5.2 The aforesaid requirements for General (Comprehensive) Liability shall also satisfy the requirements of the "Save Harmless" clause set forth in these General Conditions, Article 7.0, "Responsibility for Damage, Claims, etc.". If insurance provided above does not satisfy these requirements, additional insurance shall be provided to satisfy such requirements.

6.0 EMPLOYEE INSURANCE

- 6.1 The CONTRACTOR shall comply with the laws of the State of Indiana regarding employment and payment of employees, and shall maintain insurance satisfactory to the OWNER to protect both himself and the OWNER from claims under Workmen's Compensation Acts and from any other damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.
- 6.2 Certificates of such insurance shall be filed with the OWNER and shall be subject to his approval for adequacy of protection.

7.0 RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

- 7.1 The CONTRACTOR shall indemnify and save harmless the OWNER and all of its officers, agents, and employees from suits, actions, or claims of any character, name and description brought for, or on account of, and injuries or damages received or sustained by any person, persons, or property by or from the said CONTRACTOR or by or in consequence of any neglect in safeguarding the work or through the use or unacceptable materials in construction, or by or on account of any act or omission, neglect, or misconduct of the said CONTRACTOR or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said CONTRACTOR under and by virtue of his contract as shall be considered necessary by the OWNER may be retained for the use of the OWNER, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the OWNER.

8.0 CONTRACTOR'S UNDERSTANDING

- 8.1 It is understood and agreed that the CONTRACTOR has by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and special conditions, and all other matters which can in anyway affect the work under this contract.
- 8.2 No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein contained.

9.0 PAYMENT OF CONTRACTOR

- 9.1 At the end of the twenty-fifth (25th) day of each calendar month that construction has been in progress, provided that at least thirty (30) day shall have elapsed since the beginning of construction, the CONTRACTOR shall submit to the ENGINEER his estimate of the percentage of total work completed and his claim for ninety percent (90%) on the appropriate claim form. The ENGINEER shall then process the claim and submit it for approval of payment by the OWNER at its next regularly scheduled meeting.
- 9.2 When the project has been completed and accepted by the ENGINEER and OWNER, the OWNER shall pay to the CONTRACTOR the full amount due him under this contract including the amounts withheld from previous payments within thirty (30) days of said acceptance.
- 9.3 Before final payment, the CONTRACTOR shall show to the OWNER satisfactory evidence that all just liens, claims and demands of his employees or from parties from whom material used in the construction of the work may have been purchased or procured are duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands.

10.0 STRUCTURES AND UTILITY SERVICES ENCOUNTERED

- 10.1 Various underground and service structures, including water distribution system mains, hydrants, gas lines, cable, storm and sanitary sewers and other such items are shown on the drawing for the information of the CONTRACTOR.
- 10.2 This data obtained from various records are shown only as a convenience to the CONTRACTOR in locating the utilities and structures. Such information is not to be construed as a representation that such structures will be found or encountered as plotted.
- 10.3 Other structures and utilities may be encountered which are not shown on the drawings.

- 10.4 If any such interference is encountered during the course of construction, the CONTRACTOR shall make suitable arrangements with the public utility or service company involved to cut and repair, remove and replace, abandon or relocate any structure so encountered, all at the expense of the CONTRACTOR with no additional cost to the OWNER.
- 10.5 The CONTRACTOR shall make every effort to avoid damaging existing underground utilities.
- 10.6 Where replacement of utilities, storm or sanitary facilities or other items of the OWNER are necessary, the repairs shall be made using the same type of materials and methods employed in the original construction, and all costs shall be paid by the CONTRACTOR, with no costs to the OWNER.
- 10.7 Sewers that do not interfere with the construction of this project, but are damaged due to the negligence of the CONTRACTOR shall be replaced at his own expense, with no additional cost to the OWNER.
- 10.8 If sanitary sewers or laterals are encountered that require relocation before completion of this project can take place, or are ordered relocated by the ENGINEER, this work shall be paid for by the OWNER.
- 10.9 This CONTRACTOR shall not be required to relocate public utility poles. Such relocation, if required, shall be done by others.

11.0 TIMELY DEMAND FOR POINTS AND INSTRUCTIONS

- 11.1 The ENGINEER will provide digital information for the CONTRACTOR to stake the project. This information is provided only for reference, signed and sealed plans shall supersede digital information. It is the CONTRACTOR's responsibility to verify that the digital information matches the plan documents.

12.0 LINES AND GRADES

- 12.1 No staking will be provided by the ENGINEER.

13.0 ASSISTANCE BY CONTRACTOR.

- 13.1 The CONTRACTOR shall furnish the ENGINEER or his assistants with any labor required and necessary in the establishment of lines and grades or for the thorough inspection of, the culling over, or the removing of defective materials, or for thorough examination into any of the work or any other purposed required in the discharge of their respective duties, for which no additional allowance or payment will be made.

14.0 INTENT OF PLANS AND SPECIFICATIONS

- 14.1 All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be accepted and furnished by the CONTRACTOR as if described in both ways.
- 14.2 The plans and specifications are intended to be explanatory to each other, but should any discrepancy appear or any misunderstanding arise as to the meaning of anything contained in either, the ENGINEER shall make the necessary interpretation.
- 14.3 The CONTRACTOR shall keep one set of plans and specifications on the site of the work at all times. This set shall be kept current by the addition of all approved changes, addenda, and amendments thereto. A set of clean as built plans shall be submitted to the ENGINEER prior to final payment.

15.0 PROTECTION OF THE WORK

- 15.1 The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect all adjacent or encountered property from injury or loss arising in connection with this contract, as provided by law and the contract documents.
- 15.2 He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
- 15.3 The CONTRACTOR shall make provision to properly protect all work, persons, animals, and property against injury.
- 15.4 At night, all warning signs shall be properly illuminated so that they are easily read.
- 15.5 The ENGINEER may order additional lights or torches in place along the work when he deems it necessary.
- 15.6 Items in this section shall be provided by the CONTRACTOR in his bid price or prices.
- 15.7 The extra lights, as deemed necessary, shall be provided with no additional cost to the OWNER.

16.0 TRAFFIC CONTROL

- 16.1 The CONTRACTOR shall provide and maintain access to and from all properties along the line of his work. Access to properties must be maintained at all times.

16.2 Sufficient barricades, supplemented by watchmen or flagmen, if deemed necessary by the ENGINEER, shall be continuously provided to protect any and all parts of the work and to insure safe and orderly movement of traffic.

16.3 In case of violation of these provisions, operations shall be suspended until adequate measures are taken for full compliance.

17.0 INSPECTION

17.1 The ENGINEER, his representative and representatives of regulatory agencies shall at all times have full access to the work and to all materials intended for use in the work, as well as to plants where such materials are produced, and the CONTRACTOR shall provide facilities for such access and inspection.

17.2 If the work should be covered up without the approval or consent of the ENGINEER, it must, if directed by the ENGINEER, be uncovered for examination at the CONTRACTOR'S expense.

17.3 An inspector may be present at all times during construction and shall have the power to represent the ENGINEER.

17.4 Before commencing work, the CONTRACTOR shall notify the ENGINEER and arrange that the inspector be present during construction.

18.0 DEFECTIVE WORK OR MATERIAL

18.1 The inspection of the work shall not relieve the CONTRACTOR of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the OWNER or ENGINEER and accepted or estimated for payment.

18.2 If the work or any part thereof shall be found defective before the final acceptance of the whole work, the CONTRACTOR shall forthwith make good such defect, without compensation, in a manner satisfactory to the ENGINEER.

18.3 If any materials brought upon the grounds for use in the work or selected for same shall be condemned by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall forthwith remove them to a satisfactory distance from the work.

18.4 If the CONTRACTOR shall fail to replace any defective work or materials after reasonable notice, the OWNER may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid the CONTRACTOR.

18.5 It is further expressly agreed that the granting of any payment of money hereunder shall not be

- 18.5 It is further expressly agreed that the granting of any payment of money hereunder shall not be considered an acceptance of all or part of the work and shall in no way lessen the liability of the CONTRACTOR to replace defective work, though the same may not have been detected prior to the time such certificate of progress, or periodic estimate was made, or prior to the time that such money was paid.
- 18.6 All periodic estimates are to be made merely on approximate quantities and shall be subject to correction at the time or before final estimate or final payment is made.
- 18.7 All materials are to be new, unless by special permission of the ENGINEER reused materials are permitted.
- 18.8 Nothing in this contract shall be construed to mean that the OWNER or its ENGINEER waives or forfeits any right they or he had or has to later complain about or reject defective material or workmanship.

19.0 EXPEDITING WORK - CORRECTING IMPERFECTIONS

- 19.1 If the ENGINEER or the OWNER shall at any time be of the opinion that the CONTRACTOR is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the contractor, or is otherwise violating any of the provisions of this contract, said ENGINEER on behalf of the OWNER shall have the power, and it shall be his duty, to notify the CONTRACTOR to remedy such imperfection and/or proceed more rapidly with the provisions of the contract.

20.0 SUSPENSION OF WORK

- 20.1 Should the ENGINEER deem it necessary to suspend operations of the work due to severity of the weather, he may notify the CONTRACTOR in writing to suspend operations on the entire project or any part thereof, and in the event of such right being exercised, the ENGINEER shall grant to the CONTRACTOR an extension of time equivalent to the time of the suspension of the work.
- 20.2 The CONTRACTOR shall on not less than two (2) days notice resume the work if ordered to do so by the ENGINEER.
- 20.3 The OWNER shall also reserve the right to suspend operations for any reason that he may deem necessary, upon giving a 24 hours notice, for a period not longer than ten (10) days, at any one time, in which event the CONTRACTOR will be allowed an extension of time equivalent to the time that the work has been suspended, and shall resume work 48 hours after written notice.
- 20.4 Should such a suspension be deemed necessary by the OWNER, the CONTRACTOR shall have no claim for damage due to such suspension.

21.0 TERMINATION FOR BREACH

- 21.1 In the event that any of the provisions of this contract are violated by the CONTRACTOR or by any of his subcontractors, the OWNER may serve written notice upon the CONTRACTOR and the surety of its intention to terminate the contract, unless within five (5) days after the serving of such notice upon the CONTRACTOR such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.
- 21.2 In the event of such termination, the OWNER shall immediately serve notice thereof upon the surety and the CONTRACTOR, and the surety shall have the right to take over and perform the contract.
- 21.3 Provided, however, that if the surety does not commence performance thereof within Thirty (30) days from the date of mailing to such surety of notice of termination, the OWNER may take over the work and prosecute the same to completion by contract for the account at the expense of the CONTRACTOR, and his surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby and, in such event, the OWNER may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

22.0 EXTRA WORK PROCEDURES

- 22.1 The right is reserved by the OWNER, without impairing this contract, to order the performance of such extra work, of a class not necessarily contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such work shall be done by the CONTRACTOR in accordance with the specifications therefor, or in the best workmanlike manner as directed by the ENGINEER, for which he shall be compensated as provided under "EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT", paragraph 23.0 in these General Conditions.
- 22.2 Where such extra work is required, the work shall be commenced upon receipt of a written change order form signed by the ENGINEER, or his authorized representative, and countersigned by the CONTRACTOR or his authorized representative and the OWNER.
- 22.3 The CONTRACTOR shall submit to the ENGINEER, before construction is started, a name or list of names, of his representative on project location authorized to sign the change order, as need occurs.
- 22.4 The CONTRACTOR'S or his authorized representative's signature shall acknowledge the CONTRACTOR'S official receipt of the change order and his responsibility to complete the extra work, as a part of this contract, as stated on the change order form.

23.0 EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

- 23.1 Adjustments, if any, in the amounts to be paid to the CONTRACTOR by reason of any such change, extra, addition, omission or deduction as set out in paragraph 22.0 "EXTRA WORK PROCEDURES", of these General Conditions, shall be determined by either or both of the following methods.
- 23.2 Method 1: By the schedule of unit prices contained in the CONTRACTOR'S original bid and incorporated in the construction contract.
- 23.3 Method 2: On a cost-plus limited basis not to exceed a specified limit. The value of work under this method shall be on the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus 15 percent which shall cover the CONTRACTOR'S general supervision, overhead and profit.
- 23.4 If method 2 is selected, the conditions of 23.5 to 23.11 shall apply.
- 23.5 In case of subcontracts, the 15 percent is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional 5 percent may then be added to such costs to cover the general CONTRACTOR'S supervision, overhead and profit.
- 23.6 The cost of labor may include required insurance and taxes.
- 23.7 Power equipment costs shall be based on current rental rates in areas where the work is being performed in, but in no case greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
- 23.8 Use of all necessary hand tools shall be covered in the CONTRACTOR'S overhead.
- 23.9 In the event work is done under this method (cost-plus), the CONTRACTOR shall at the end of each day, during the progress of extra work, furnish to the ENGINEER daily time slips showing the name and/or number of each workman thereon, the character of work each workman is doing and the wages paid or to be paid to him; and also a daily memorandum of the material delivered on the work showing the amount and character of such materials, from whom purchased and the amount paid or to be paid therefore.
- 23.10 If required, the CONTRACTOR shall produce any books of account, vouchers, records, or memoranda showing the work and materials actually paid for and actual prices therefore, such daily time slips and memoranda shall not however, be binding upon the OWNER and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the ENGINEER upon such a question or dispute shall be final and conclusive.

deductions, the following order of preference shall be followed:

- 23.12 First Preference - If any item or part of any item used in extra work or deductions is listed or can readily be construed by the ENGINEER and OWNER to be included within or under any unit price as set out in these contract documents, Method 1 (23.3 above) shall be used for payment or deductions to the contract for added or deducted work.
- 23.13 Second Preference - All extra or omitted work or part thereof, that cannot be included under the first preference shall be on a cost-plus limited basis as detailed in Method 2 above.
- 23.14 The ENGINEER shall reserve the right to ask for a lump sum price from the CONTRACTOR for extra or omitted work whenever or wherever the ENGINEER deems it suitable.
- 23.15 No claim for an addition to the contract sum shall be valid unless authorized as stated in this article.

24.0 FINAL CLEANING UP

- 24.1 Upon completion of the work and before acceptance and final payment will be made, the CONTRACTOR shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures.
- 24.2 He shall leave the site in a neat and presentable condition, acceptable to the ENGINEER.
- 24.3 Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily.

25.0 ACCEPTANCE

- 25.1 The work shall be inspected for acceptance by the OWNER, or his authorized representative, promptly upon receipt or notice in writing that the project is ready for such inspection.

26.0 GUARANTEE

- 26.1 The work under this contract shall be done in such a manner that no unusual repairs will be required for a period of one (1) year after the date of final acceptance of the work by the OWNER, unless otherwise stated.
- 26.2 At the time of entering into the contract, the CONTRACTOR shall guarantee to the

26.2 At the time of entering into the contract, the CONTRACTOR shall guarantee to the OWNER, such guarantee shall be incorporated in this contract to protect the OWNER against imperfections in materials and workmanship, which may or may not be apparent during the period of construction or erection or which may develop within a period of one (1) year subsequent to the date of final acceptance by the OWNER and the CONTRACTOR shall, at his own expense, remove or replace in whole or part, any such work, materials, and/or service performed which may have shown unreasonable deterioration within said period, upon the written demand and to full satisfaction of the OWNER and ENGINEER.

26.3 Surety for this guarantee shall be covered by the maintenance provision in the section of these specifications entitled "Contract Security", paragraph 3.0.

27.0 OCCUPATIONAL SAFETY AND HEALTH ACT

27.1 It shall be the responsibility of any and all CONTRACTORS involved in this project to do whatever is necessary to comply fully with the "Williams-Steiger Occupational Safety and Health Act of 1970".

DIVISION D

SRF GUIDELINES & DAVIS-BACON WAGE SCALE

1. Davis-Bacon Wage Scale
2. Good Faith Efforts Worksheet
3. Form OEE-1
4. Form OEE-2
5. Bidder's List Form
6. Attachment A
7. Attachment B
8. Attachment C
9. Attachment D
10. Attachment E
11. Attachment F
12. Attachment G
13. Attachment H

General Decision Number: IN120006 05/11/2012 IN6

Superseded General Decision Number: IN20100006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White and Whitley Counties in Indiana.

* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	02/03/2012
4	02/17/2012
5	02/24/2012
6	03/02/2012
7	03/23/2012
8	03/30/2012
9	04/06/2012
10	04/13/2012
11	04/27/2012
12	05/11/2012

ASBE0008-004 07/01/2011

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 28.38	12.64
HAZARDOUS MATERIAL HANDLER (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they		

contain asbestos or not, from
mechanical systems).....\$ 23.75 11.20

* ASBE0018-004 06/01/2011

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE,
FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON,
MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY,
TIPPECANOE, TIPTON, AND WARREN COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 31.23	\$ 31.23	14.60
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 18.75	\$ 18.75	9.70

ASBE0037-004 04/01/2011

DAVISS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER,
SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings an finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceiling, curtain walls and all lead abatement.)...\$ 28.56	\$ 28.56	13.55
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 19.35	\$ 19.35	10.35

ASBE0041-002 07/01/2011

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.98	12.56
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 18.70	9.70

ASBE0051-003 10/01/2011

CLARKE, FLOYD, HARRISON and JENNINGS COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 24.67	10.92
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 19.35	10.35

ASBE0079-002 07/01/2008

RANDOLPH AND WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 22.25	8.89
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 22.60	9.40

BRIN0003-001 06/01/2011



INDIANAPOLIS

BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....	\$ 29.75	10.23
TERRAZZO FINISHER.....	\$ 19.80	5.72
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 18.92	5.70
Tile, Marble Setter.....	\$ 28.90	9.23

BRIN0004-004 06/01/2011

FORT WAYNE

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 28.06	11.88
Terrazzo Grinder Finisher.....	\$ 22.76	8.45
Terrazzo Worker Mechanic.....	\$ 27.52	10.10
Tile Setter & Marble Mason Mechanic.....	\$ 24.61	10.10
Tile, Marble & Terrazzo Finisher.....	\$ 19.59	8.45

BRIN0004-009 06/01/2011

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY and SWITZERLAND COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.20	9.76
TERRAZZO FINISHER.....	\$ 18.92	5.70
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 19.80	5.72
Tile, Marble Setter.....	\$ 28.90	9.23

BRIN0004-010 06/01/2011

	Rates	Fringes
BRICKLAYER CLARK, FLOYD, & HARRISON COUNTIES BRICKLAYERS, STONEMASONS AND CEMENT MASONS.....	\$ 24.11	10.07
TILE, MARBLE AND TERRAZZO WORKERS.....	\$ 22.64	6.05
POSEY, VANDERBURGH AND WARRICK COUNTIES BRICKLAYERS, MASONS.....	\$ 28.47	12.78

TILE, MARBLE AND TERRAZZO
WORKERS.....\$ 23.72 8.71

BRIN0004-015 06/01/2011

TERRE HAUTE
CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,
PUTNAM, SULLIVAN, VERMILLION and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS and POINTER/ CLEANER/CAULKER.....\$ 29.40		
	10.95	
CEMENT MASON (GREENE and SULLIVAN COUNTIES).....\$ 27.05		
	10.95	
CEMENT MASON (REMAINING COUNTIES).....\$ 27.30		
	10.85	
TERRAZZO FINISHERS.....\$ 18.92		
	5.70	
TERRAZZO WORKER.....\$ 29.50		
	9.33	
TILE AND MARBLE FINISHERS...\$ 19.80		
	5.72	
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....\$ 28.90		
	9.23	

BRIN0004-016 06/01/2011

MUNCIE
BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY,
MADISON, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 28.05		
	12.14	
TERRAZZO FINISHER.....\$ 18.92		
	5.70	
TERRAZZO WORKER/SETTER.....\$ 29.50		
	9.33	
Tile & Marble Finisher.....\$ 19.80		
	5.72	
Tile & Marble Setter; Mosaic Worker.....\$ 28.90		
	9.23	

BRIN0006-001 12/01/2011

MERRILLVILLE
JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Marble Mason, Terrazzo Worker, Tile Layer, Pointer, Cle.....\$ 35.35		
	19.55	
Tile, Marble & Terrazzo Worker...\$ 35.35		
	19.55	

BRIN0011-001 06/01/2011

LAFAYETTE
BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and
WHITE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 27.00	12.79
TERRAZZO FINISHER.....	\$ 18.92	5.70
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 19.80	5.72
Tile & Marble Setter; Mosaic Worker.....	\$ 28.90	9.23

BRIN0018-002 06/01/2011

CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE,
MARSHALL, MIAMI, PULASKI, WABASH

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 27.61	11.94

CARP0107-010 04/01/2010

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON,
KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 24.53	12.94

CARP0108-002 04/01/2012

BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.59	14.34

CARP0109-002 04/01/2012

DAVISS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND
SULLIVAN COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 23.93	15.78

CARP0111-002 04/01/2012

BOONE, CLAY, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, JOHNSON
(Townships of Clark, Camp Atterbury north of Hospital Road,
Pleasant, White River), MONROE, MONTGOMERY, MORGAN, OWEN,
PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.76	15.21

CARP0111-003 04/01/2012

BARTHOLOMEW, BROWN, (Camp Atterbury south of Hospital Road),
DECATUR, FRANKLIN, JOHNSON (Townships of Blue River, Franklin,
Hensley, Needham, Nineveh, Union) , RUSH AND SHELBY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.32	15.21

CARP0111-004 04/01/2012

MARION COUNTY

	Rates	Fringes
CARPENTER.....	\$ 25.87	15.21

CARP0111-005 04/01/2012

BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH,
UNION AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.62	15.21

CARP0232-003 04/01/2012

ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.70	14.57

CARP0999-001 04/01/2009

JASPER, NEWTON AND STARKE COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 33.43	19.99

CARP0999-002 04/01/2012

CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND
WARRICK COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 23.60	15.71

CARP0999-004 04/01/2012

DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND
COUNTIES

Rates	Fringes
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CARPENTER.....\$ 24.12 15.19

CARP0999-005 04/01/2012

CLARK, FLOYD, HARRISON, JEFFERSON, SCOTT AND WASHINGTON COUNTIES

Rates Fringes

CARPENTER.....\$ 23.47 15.84

CARP1031-012 06/01/2011

CLARK, FLOYD, HARRISON AND WASHINGTON COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 24.65 17.57

ELEC0016-003 10/01/2011

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

Rates Fringes

ELECTRICIAN.....\$ 33.47 13.77

ELEC0071-006 01/03/2011

DEARBORN, OHIO, and SWITZERLAND COUNTIES

Rates Fringes

Line Construction:

Equipment Operator.....\$ 28.13 11.25

Groundman.....\$ 20.31 11.25

Lineman & Cable Splicers....\$ 31.25 11.25

ELEC0153-003 03/01/2012

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

Rates Fringes

Communication Technician.....\$ 26.16 10.64

ELECTRICIAN.....\$ 30.25 17.81

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to , sound and voice transmission/transference systems, communication systems that transmit or receive information and /or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

ELEC0212-009 05/31/2011

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.94

ELEC0305-003 01/01/2012		

ADAMS, ALLEN, DE KALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.98	13.56

ELEC0369-005 06/01/2011		

CLARK, FLOYD, and HARRISON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.27	13.33
Line Construction:		
Groundman.....	\$ 13.83	6.35
Lineman; Equipment Operator.	\$ 22.25	6.35

ELEC0481-003 01/01/2009		

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.45	14.74

ELEC0668-002 06/01/2011		

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.83	14.41

ELEC0702-003 06/26/2011		

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day

DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	\$ 23.79	12.60
GROUNDMAN-EQUIPMENT OPERATOR (All other		

equipment).....\$ 30.16	14.43
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)....\$ 34.40	15.65
LINEMAN.....\$ 41.91	17.81

ELEC0725-003 01/01/2011

CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 33.15		23%+\$5.64

ELEC0725-007 09/01/1999

CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
Communication Technician.....\$ 18.70		3.80+3%

Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELEC0855-001 06/01/2011

FAYETTE, FRANKLIN, HENRY, RANDOLPH, UNION AND WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 31.88		12.19

ELEC0873-002 03/01/2012

CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:

	Rates	Fringes
ELECTRICIAN.....\$ 32.03		11.75

ELEC1393-001 12/06/2010

REMAINING COUNTIES

Rates Fringes

Line Construction:

EQUIPMENT OPERATOR (Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate.....\$ 32.00	4.75+27.75%
GROUNDMAN TRUCK DRIVER.....\$ 21.51	4.75+27.75%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live	

boom type line trucks.....	\$ 24.67	4.75+27.75%
GROUNDMAN.....	\$ 18.69	4.75+27.75%
LINEMAN.....	\$ 32.00	4.75+27.75%

ELEC1393-002 12/06/2010

NEWTON COUNTY

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR		
(Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate.....		
	\$ 32.00	4.75+27.75%
GROUNDMAN TRUCK DRIVER.....	\$ 21.51	4.75+27.75%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks.....		
	\$ 24.67	4.75+27.75%
GROUNDMAN.....	\$ 18.69	4.75+27.75%
LINEMAN.....	\$ 32.00	4.75+27.75%

ENGI0103-003 04/01/2011

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

REMAINING COUNITIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.70	12.91
GROUP 2.....	\$ 28.98	12.91
GROUP 3.....	\$ 28.06	12.91
GROUP 4.....	\$ 26.56	12.91

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired (paddle wheel; 616, 631, TS-24 or similar type); Earth mover, rubber-tired, tandem (\$0.50 per hour additional for each bowl); Elevating grader; Fork lift, 10 ton or over; P.C.C. formless paver post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic boom truck; keystone, skimmer scoop; Loader, self-propelled (belt, chain, wheel); Locomotive operator; Mechanic; Mucking machine; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant,

portable; Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Root rake, tractor-mounted; Self-propelled widener; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Digger post hole, power-driven; Fork lift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Operator, 1 through 4 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Power saw, concrete, power-driven; Pug mill; Pull broom, power-type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub grader; Tractaire, tractor, below 50 h.p.; Truck crane oiler, driver; Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0150-009 04/01/2012

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, and STARKE COUNTIES

Power equipment operators:

GROUP 1.....	\$ 28.60	20.10
GROUP 2.....	\$ 27.00	20.10
GROUP 3.....	\$ 25.70	20.10
GROUP 4.....	\$ 24.30	20.10
GROUP 5.....	\$ 21.05	20.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Guniting machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Power Saw-Concrete (Power Driven); Slurry seal machine; Spike machine (RR); Sub-surface Material Distributor; Tamper (multiple vibrating, earth and sub-base material); Throttle valve; Throttle Valve and fireman combination on horizontal or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

GROUP 5: Skid steer loader under 3/4 cu. yds

ENGI0150-039 01/01/2012

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.70	23.78
GROUP 2.....	\$ 37.90	23.78
GROUP 3.....	\$ 33.60	23.78
GROUP 4.....	\$ 31.40	23.78

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt plant; Autograde; Batch plant; Benoto (requires 2 engineers); Boiler and throttle valve; Boring machine (mining machine); Caisson rigs; Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tugger hoist and air compressor; Compressor and throttle; Concrete breaker (truck-mounted); Concrete conveyor; Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and under; Concrete pump with boom (truck-mounted); Concrete tower; Cranes and backhoes, all attachments; Cranes, Hammerhead tower; Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist, 2 tugger - one floor; Hydraulic boom truck; Locomotives, all; Motor patrol; Mucking machine; Pile driving and skid rig; Pit machines; Pre-stress machines; Pumpcrete and similar types; Rock drill, self-propelled;

Rock drill, truck-mounted; Slip form paver; Straddle buggies; Tractor with boom and side boom; Trenching machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination backhoe-endloader with backhoe bucket 1/2 cu. yd. and under; Engineer acting as conductor in charge of crew; Grader, elevating; Greaser engineer; Grouting machines; Highlift shovels or front endloader; Hoists, automatic; Corboy drilling machines; Hoists, all elevators; Hoists, tigger, single drums; Post hole digger; Roller, all; Scoops, tractor-drawn; Stone crushers; Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyer, portable; Steam generators; Tractor, farm and similar type; Air compressor, small, 150 and under, 1 to 5 not to exceed a total of 300 ft.; Air compressor, large, over 150; Combination, small equipment operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to exceed a total of 325 ft.; Pumps; Well points; Welding machines (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

* ENGI0181-014 04/01/2012

HEAVY AND HIGHWAY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 29.70	13.00
GROUP B.....	\$ 27.05	13.00
GROUP C.....	\$ 24.92	13.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking

machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Guniting machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

* ENGI0181-015 04/01/2012

SEWER WATERLINE & UTILITY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

Power equipment operators:

GROUP A.....	\$ 29.70	13.00
GROUP B.....	\$ 27.05	13.00

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

ENGI0841-011 04/01/2012

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN, VIGO, and WARREN COUNTIES

Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 29.25	16.00+a
GROUP 2.....	\$ 23.00	16.00+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto

Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Gunite Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 03/01/2012

BARTHOLOMEW, BENTON (REMAINDER OF COUNTY), BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/3), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE, MADISON, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN HALF), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 27.90	17.75

IRON0044-010 06/01/2011

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS.....	\$ 22.92	17.20
ORNAMENTAL.....	\$ 25.50	17.20
STRUCTURAL, MACHINERY		
MOVERS, RIGGERS.....	\$ 25.50	17.20

IRON0070-002 06/01/2011

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4);

JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 25.77	18.28

IRON0103-001 04/01/2011		

DAVISS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK

	Rates	Fringes
IRONWORKER.....	\$ 27.02	15.705

IRON0147-004 06/01/2011		

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 24.64	17.87

IRON0290-004 06/01/2011		

FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3) AND WAYNE (REMAINDER OF COUNTY) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 25.93	17.85

IRON0292-005 06/01/2011		

ELKHART, FULTON (North 2/3), KOSCIUSKO (Remainder of County), LAGRANGE (West 1/3), MARSHALL, MIAMI (Northwestern Tip), NOBLE (Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.80	17.61

IRON0372-007 01/01/2012		

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER), FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND (REMAINDER OF COUNTY) and JENNINGS (NE TIP) COUNTIES

Rates Fringes

IRONWORKER (Reinforcing)		
Beyond 25 miles of		
Hamilton County, Ohio		
Court House.....	\$ 26.75	17.55
Within 25 miles of		
Hamilton County, Ohio		
Court House.....	\$ 26.50	17.55

IRON0395-002 01/01/2012

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI
(NORTHWESTERN TIP) COUNTIES

	Rates	Fringes
Ironworkers:		
IRONWORKERS.....	\$ 37.05	23.04
SHEETER.....	\$ 37.30	23.04

IRON0465-002 06/01/2008

BENTON (NORTHWESTERN TIP), JASPER (REMAINDER OF COUNTY), NEWTON
(REMAINDER OF COUNTY)

	Rates	Fringes
IRONWORKER.....	\$ 34.50	24.03

LABO0041-005 04/01/2012

UTILITY CONSTRUCTION

JASPER AND NEWTON COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.07	11.70
GROUP 2.....	\$ 29.37	11.70
GROUP 3.....	\$ 30.07	11.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw

operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0081-003 04/01/2012

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.47	11.70
GROUP 2.....	\$ 25.77	11.70
GROUP 3.....	\$ 26.47	11.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete

conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0081-007 04/01/2012

UTILITY CONSTRUCTION

ALL REMAINING COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.62	11.70
GROUP 2.....	\$ 22.92	11.70
GROUP 3.....	\$ 23.62	11.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier

(tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0999-001 04/01/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.62	11.70
GROUP 2.....	\$ 22.92	11.70
GROUP 3.....	\$ 23.62	11.70

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

PAIN0012-006 05/02/2011

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
Painters:		

Bridges, Lead Abatement.....	\$ 23.85	8.10
Brush & Roller,		
Paperhanger, Drywall Taping.	\$ 22.85	8.10
Sandblasting, Waterblasting.	\$ 23.60	8.10
Spray.....	\$ 23.35	8.10

PAIN0027-005 06/01/2010

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....	\$ 38.00	24.62

PAIN0047-005 06/01/2011

BARTHOLOMEW, BOONE, BROWN, DECATUR, HAMILTON, HANCOCK,
HENDRICKS, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARION,
MARTIN, MONROE, MORGAN, ORANGE, AND SHELBY COUNTIES

	Rates	Fringes
Painters:		
BRIDGE WORK		
Brush & Roller.....	\$ 24.93	11.22
Spray, Sandblaster,		
Waterblaster, Lead Based		
Paint Abatement.....	\$ 28.99	11.22
Brush, Roller.....	\$ 23.93	11.22
Spray and Sand-Blasting.....	\$ 24.93	11.22

PAIN0080-001 07/01/2011

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE
AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 22.75	13.34
Spray and Sandblasting.....	\$ 23.75	13.34

PAIN0091-007 06/01/2011

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 25.68	11.85
Spray.....	\$ 26.18	11.85

PAIN0118-005 05/01/2011

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND
WASHINGTON COUNTIES

Rates Fringes

Painters:

Brush, Roller & Paperhanger.....	\$ 22.93	11.05
Spray, Sandblast & Waterblast.....	\$ 23.93	11.05

PAIN0156-001 04/01/2011

DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES

Rates Fringes

Painters:

BRUSH & ROLLER.....	\$ 25.60	12.16
DRYWALL FINISHERS.....	\$ 25.85	12.16
MASTICS, CREOSOTES KEWINCH KOATE, & COAL TAR EPOXY.....	\$ 26.60	12.16
SPRAY of MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY.....	\$ 27.60	12.16
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 26.60	12.16

PAIN0197-001 08/01/2011

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES:

Rates Fringes

Painters:

Brush & Roller.....	\$ 24.45	11.51
Sandblasting.....	\$ 26.45	11.51
Spray & Pot Man.....	\$ 25.95	11.51
Steel up to 30'.....	\$ 24.45	11.00

PAIN0387-004 11/01/2009

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

Rates Fringes

GLAZIER.....	\$ 23.70	11.40
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PAIN0460-004 06/01/2011

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

Rates Fringes

Painters:

Brush & Roller.....	\$ 33.99	19.88
Drywall Taping & Finishing..	\$ 34.79	19.88

PAIN0469-002 07/01/2011

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Painters:		
101' & over.....	\$ 22.01	11.17
31' - 60'.....	\$ 21.41	11.17
61' - 100'.....	\$ 21.81	11.17
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 20.56	11.17
Lead Abatement.....	\$ 25.56	11.17
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 21.46	11.17
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 21.56	11.17

PAIN0669-001 04/01/2011

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY,
MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall Finishers.....	\$ 20.00	10.44
Spray/Waterblasting; Sandblasting.....	\$ 21.00	10.44

PAIN1165-014 07/01/2011

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,
SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 26.78	11.07

PAIN1165-017 07/01/2011

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 22.00	11.62

PAIN1165-018 07/01/2011

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 32.87	17.60

PAIN1165-019 07/01/2011

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and STARKE COUNTY

	Rates	Fringes
GLAZIER.....	\$ 22.24	14.00

PAIN1165-022 07/01/2011

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN, TIPPECANOE, TIPTON, UNION, VIGO, VERMILLION, WARREN, WAYNE, and WHITE COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 25.86	11.87

PLAS0075-001 06/01/2007

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.75	8.40

PLAS0101-001 01/01/2009

FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN 1/2):

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.76	9.87

PLAS0101-003 06/01/2007

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.50	8.79
PLASTERER.....	\$ 24.18	9.31

PLAS0438-003 06/01/2011

PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.26	21.40

PLAS0692-002 06/01/2010

AREA #46

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS,
DUBOIS, GIBSON, HENDRICKS, JACKSON, JEFFERSON, JENNINGS,
JOHNSON, KNOX, LAWRENCE, MARION, MARTIN, MONROE, MORGAN,
ORANGE, OWEN, PARKE, PERRY, PIKE, POSEY, PUTNAM, SCOTT, SHELBY,
SPENCER, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 25.04	12.48

PLAS0692-009 07/01/2010

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK
(Northern Part), JAY, MADISON and WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.10	10.69
PLASTERER.....\$	25.69	11.75

PLAS0692-011 06/01/2010

AREA #83

DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and
WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.10	10.69
PLASTERER.....\$	25.69	11.75

PLAS0692-015 06/01/2010

AREA #121

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (Northern
Part) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.95	12.40
PLASTERER.....\$	25.61	12.40

PLAS0692-018 01/01/2011

AREA #165

NEWTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	33.14	13.80

PLAS0692-022 01/01/2010

Southward on Rt. No. 49 to the JASPER, BENTON and WHITE County lines, including the City Limits of Wheatfield, Rensselaer and Remington, Indiana. To the West, the boundary of NEWTON County

Rates Fringes

CEMENT MASON/CONCRETE FINISHER
AREA #406.....\$ 31.23 14.27

PLAS0692-023 06/01/2010

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 25.25 12.75

PLAS0692-027 04/01/2010

AREA #566

CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 23.80 12.71

PLAS0692-033 05/01/2007

BROWN, CLARKE, DEARBORN, FLOYD, FRANKLIN (SOUTHERN 1/2), JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER
AREA #821.....\$ 21.90 8.25

PLUM0136-003 04/01/2012

DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, and WARRICK COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 33.22 15.06

PLUM0157-002 01/01/2012

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE,

WARREN AND WHITE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.47	13.29

PLUM0166-001 06/01/2011

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 29.75	12.77

PLUM0166-002 06/01/2011

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 29.75	12.77

PLUM0172-001 05/30/2011

JASPER (S of the N. Side of the City of Rensselear), MARSHALL,
PULASKI and STARKE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.61	16.55

PLUM0210-003 01/01/2012

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.70	18.53

PLUM0392-006 09/01/2011

DEARBORN, RIPLEY, OHIO AND SWITZERLAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.30	15.74

PLUM0440-002 01/01/2012

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD,
JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT
LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and
TIPTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.17	15.14

PLUM0502-001 08/01/2011

CLARK, FLOYD AND HARRISON COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 31.00	16.13

PLUM0597-004 06/01/2011

JASPER (Excluding the city limits of Rensselaer), AND NEWTON
(Entire County)

	Rates	Fringes
PIPEFITTER.....	\$ 44.05	24.13

* PLUM0661-002 01/01/2012

FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE
COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.87	14.72

ROOF0023-004 06/01/2010

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and
STARKE COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 27.11	11.05
SLATE & TILE.....	\$ 27.11	11.05

ROOF0023-008 06/01/2010

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 18.00	8.46
SLATE & TILE.....	\$ 18.50	8.46

ROOF0106-006 04/01/2011

CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY,
PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 26.87	12.07
SLATE & TILE.....	\$ 27.37	12.07

ROOF0150-002 07/01/2011

CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO
COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.50	9.32

SHEE0020-003 07/01/2010

ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD,
HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS, and
WHITLEY COUNTIES

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 31.01	17.21

SHEE0020-010 07/01/2011

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE,
FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON,
JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MORGAN,
ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON
COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 31.72	17.75

SHEE0020-024 07/04/2011

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN,
VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 31.22	16.90

TEAM0135-003 04/01/2011

REMAINING COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.81	426.60/wk + .37
GROUP 2.....	\$ 25.86	426.60/wk + .37
GROUP 3.....	\$ 25.91	426.60/wk + .37
GROUP 4.....	\$ 25.96	426.60/wk + .37
GROUP 5.....	\$ 26.01	426.60/wk + .37
GROUP 6.....	\$ 26.06	426.60/wk + .37
GROUP 7.....	\$ 26.11	426.60/wk + .37
GROUP 8.....	\$ 26.16	426.60/wk + .37
GROUP 9.....	\$ 26.21	426.60/wk + .37
GROUP10.....	\$ 25.66	426.60/wk + .37
GROUP11.....	\$ 25.76	426.60/wk + .37

GROUP12.....\$ 26.31 426.60/wk + .37

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck used to service on-road trucks

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck used to service on-road trucks

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12c yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck used to service on-road trucks

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as kochring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12co. yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Public Works and Indiana Finance Authority
GOOD FAITH EFFORTS WORKSHEET**

BIDDER _____

BID/PROJECT NUMBER _____

CONTRACT GOALS **7% MBE** **5% WBE**

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.*

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy**.

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

* Copies of all communication to and from each vendor should also be attached to this Worksheet and submitted to SRF for review.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

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

Signature Date

Name and Title of Signer (Please type)

Firm Name

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

OEE-1 (11/79)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of Applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posed by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

Attachment B

Required Contract Provisions Related to Davis-Bacon Act and Related Acts

Provisions substantially like the following shall be included in each procurement contract for the actual construction, attention and/or repair, including painting and decorating. The SRF Applicant shall remain responsible for compliance with applicable law (including Davis Bacon and related Acts). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Davis Bacon and related Acts) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

(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 (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 Section (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 (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.

(ii)(A) The [SRF Applicant], 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 **[SRF Applicant]** 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 **[SRF Applicant]** 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 **[SRF Applicant]** 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 (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 assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The **[SRF Applicant]**, 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 **[SRF Applicant]**, 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 **[SRF Applicant]** 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 **[SRF Applicant]** 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 **[SRF Applicant]**.

(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; and

(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 (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 (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 **[SRF Applicant]**.

(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 is 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 governing federal agency may by appropriate instructions require, 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.

(11) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen and guards shall require or permit any such laborer, mechanic, watchman or guard 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, mechanic, watchman or guard 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.

(12) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the above paragraph (11) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in the above paragraph (11) 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 the above paragraph (11) of this section.

(13) Withholding for unpaid wages and liquidated damages. The **[SRF Applicant]**, 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 the above paragraph (12) of this section.

(14) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (11) through (14) 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 (11) through (14) of this section.

(b) In addition to the clauses contained in paragraph (13), above, in 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 **[SRF Applicant]** shall insert a clause requiring that 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, mechanics, watchmen and guards 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. Further, the **[SRF Applicant]** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives

of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

[29 CFR 5.5]

Attachment C

Required Wage/Fringe Benefit Certification

A provision substantially like the following shall be included in each contract between SRF Applicant and a contractor for work related to the Project. A copy of the Wage/Fringe Benefit Certification referenced in the below provision is attached hereto. Additional copies may be obtained from the Indiana Finance Authority.

Davis-Bacon Wage/Fringe Benefit Certification

- (a) Every contractor and subcontractor furnishing work on the Project shall complete a Wage/Fringe Benefit Certification on the form approved by the Indiana Finance Authority and submit this certification to the Labor Standards Administrator prior to commencing work on the Project.
- (b) The Contractor shall require the substance of this provision to be included in all contracts with subcontractors.

Attachment E

Required Contract Provision Related to Suspension and Debarment

A provision substantially like the below shall be included in each procurement contract related to the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including Suspension, Debarment, and Other Responsibility Matters). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Suspension, Debarment, and Other Responsibility Matters) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility matters."

Attachment F

Required Bid Instruction Related to GPR Components

A provision substantially like the following shall be included with the instructions to Bidders if U.S. EPA Green Project Reserve (GPR) components are included in this Project. The SRF Applicant shall remain responsible for compliance with applicable law. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Program, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

U.S. EPA Green Project Reserve Program

Certain portions or components of this Project, which are described in the GPR Bid Breakdown form furnished with the Bid Documents, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program. Bidder shall complete the GPR Bid Breakdown form and submit the completed form with its Bid. This information is required by the U.S. EPA and the Indiana SRF Program and **Bidder's failure to fully and accurately complete the GPR Bid Breakdown form and submit it with its Bid may result in the Bid being rejected as non-responsive.**

Attachment G

**State Revolving Fund Loan Program
Green Project Reserve (GPR) and Sustainability Incentive
GPR BID BREAKDOWN**

Certain portions or components of this Project, which are described below, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program.

The Borrower's Consulting Engineer shall provide a detailed description, consistent with the SRF-approved GPR Checklist, for each GPR portion or component of the Project Contract below. Each Bidder shall provide the dollar amount that Bidder included in its total Bid for each portion or component, including all labor, materials, and equipment necessary to complete each portion or component of the Project Contract.

Non-distributed costs should be listed as its own line item below or incorporated into the price for each GPR Component/Portion.

- Non-distributed costs are defined as costs that are applied to the overall contract, but not to a specific line item/component (e.g. mobilization, demobilization, site work, bonds, insurance)

This information is required by the U.S. EPA and the Indiana SRF Loan Program and Bidder's failure to fully and accurately complete this form and submit it with its Bid may result in the Bid being rejected as non-responsive.

GPR Component Description [to be completed by Borrower's Consulting Engineer]	GPR Component Price [to be completed by Bidder]

Attachment H

**State Revolving Fund Loan Program
Green Project Reserve (GPR) and Sustainability Incentive
GPR FINAL BID SUMMARY**

Certain portions or components of the Project(s) financed by the SRF Loan qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program.

In Section I, for each Project Contract, the Borrower's Consulting Engineer shall describe the GPR eligible portion or component in detail and provide the dollar amount that the Successful Bidder included in its Bid for each GPR eligible portion or component. The GPR component/portion should be consistent with the description provided in the SRF-approved GPR Checklist and the GPR Bid Breakdown (Attachment G).

In Section II, the Borrower's Engineer(s) shall provide the Planning and Design portion of the Engineering Services Agreement which governs the Project Contract(s) described in Section I. SRF reserves the right to request a copy of the Engineering Services Agreement(s).

This information is required by the U.S. EPA and the Indiana SRF Loan Program. Failure of the Borrower's Engineer to fully and accurately complete this form and promptly submit it to SRF may result in delayed SRF loan closing or stopped payments by SRF.

Project Contract Name: _____

Section I

The following descriptions of work relate to the construction portions or components of the Project that qualify for the GPR Program and/or Sustainability Incentive. Next to each description, state the amount of the total Bid that accounts for all labor, materials, and equipment necessary to complete each portion or component of the Project. **Non-distributed costs should be listed as its own line item below or incorporated into the price for each GPR Component/Portion.**

GPR Component/Portion Description	GPR Component/Portion Final Bid Amount

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 1-A - SUMMARY OF THE WORK

1.0 GENERAL

- 1.1 This project shall include the installation of a new 400,000 gallon elevated water tank, removal and salvage of the existing 90,000 ground storage tank, the relocation and installation of an existing water booster pumping station, a water main extension, all site work for the water tank, and all other items shown on the Plans and mentioned in these Specifications for a complete working project.
- 1.2 The project contains two (2) divisions. Division 'A' consists of the water storage tank and appurtenances, and Division 'B' consists of the relocation of the pressure booster station and water line extension.
- 1.3 A CONTRACTOR may submit a bid for either or both Division 'A' and /or 'B'. Each Division will be awarded individually by the OWNER.

2.0 PERMITS

- 2.1 The Contractor may be required to purchase a Road-Cut permit for construction on this project from the Floyd County. Coordinate work with Don Lopp, 812-948-4110.

3.0 ACCESS

- 3.1 The Contractor shall restore temporary access to each of the properties in this project at the close of each day's work, where such access has been interrupted by construction.
- 3.2 Access for emergency vehicles and residents shall be provided at all times.

4.0 NOTIFICATION OF UTILITY COMPANIES

- 4.1 The contractor shall notify all utility companies before commencing work.

Grenville Municipal Water Utility	(Water)	Gary Getrost	(812)558-3776
Duke Energy	(Sewer)	Aaron Zane Elliott	(812)738-5566

5.0 TIME OF COMPLETION AND RESPONSIBILITIES

- 5.1 The work to be performed under this contract shall be commenced within ten (10) calendar days, after the date that this contract is signed. For Division 'A' the site preparation and grading shall be completed within thirty (30) calendar days from the signing date so the Tank erector can begin work. The tank shall be completed within ninety (90) calendar days. The final tank site work, including gravel, asphalt, fencing, demolition, and seeding shall be completed within thirty (30) calendar days upon notification from the Engineer of the completion of the water tank. For Division 'B', the booster station and water main extension shall be completed within one hundred fifty (150) calendar days from the signing date unless impeded by unsuitable weather. In the event of unsuitable weather, the

Contractor shall be allowed the number of working days that he has been prevented from working because of unsuitable weather.

5.2 The CONTRACTOR shall pay the owner liquidated damages in the amount of \$500 for each day that it takes to complete the project beyond the completion date. Such penalty will be held back from monies due the CONTRACTOR.

5.3 The work under this agreement shall periodically be inspected by the Engineer or his representative and the Contractor shall be responsible to said Engineer as well as to the Owner, for the proper execution of said agreement.

6.0 PAYMENT OF CONTRACTOR

6.1 At the end of the twenty-fifth (25th) day of each calendar month that construction has been in progress, provided that at least thirty (30) days shall have elapsed since the beginning of construction, the CONTRACTOR shall submit, to the ENGINEER, his estimate of percentage of total work completed and his claim for ninety percent (90%) of this amount on the appropriate claim form. The ENGINEER shall thus process the claim and submit it for approval of payment by the OWNER at its next regularly scheduled meeting.

7.0 PICTURES

7.1 It is REQUIRED that the Contractor VIDEOTAPE and PHOTOGRAPH all areas of the project including fences, trees, and yards, or other items in the project area, for his own protection. One copy of the video and a photograph report labeling each picture shall be turned over to the ENGINEER at the beginning of construction.

8.0 SUBSURFACE CONDITIONS

8.1 Soundings and/or borings were taken for this project and are shown on the plan and/or included in these specifications.

8.2 When blasting is required to excavate rock, the CONTRACTOR shall comply fully with the provisions of the Laws and Regulations Governing Explosives and Blasting, as issued by the State of Indiana and the Occupational Safety and Health Standards for the Construction Industry. Prior to any blasting, a pre-blast survey of potentially affected homeowners and properties shall be conducted by the CONTRACTOR or his agent.

The CONTRACTOR shall provide the Greenville Municipal Water Utility with the name of the agency and person(s) who will be performing the survey. All appointments for surveys shall be made in advance by the CONTRACTOR or his agent. The Greenville Municipal Water Utility will provide the person(s) performing the pre-blast survey an original letter of introduction to identify them to the residents. No copies of the letter shall be permitted.

The Property owner(s) will be notified of the above procedure for the pre-blast survey by the CONTRACTOR or his agent. The affected property owners will be instructed by the CONTRACTOR to only accept an original letter of introduction on Greenville Municipal Water Utility letterhead. The CONTRACTOR shall furnish, upon request, all photographs and reports made during the pre-blast and post-blast survey, without any additional cost to

the Greenville Municipal Water Utility.

No blasting shall be done unless proper insurance has been secured and is in force. Except with written permission by the Greenville Municipal Water Utility, no blasting of rock, or hoe-ramming, will be permitted at nights or on Sundays.

- 8.3 **Drainage of Excavations:** The CONTRACTOR shall maintain all excavations free of water. He shall provide all dams, flumes, channels, sumps, or other works necessary to keep the excavation entirely clear of water and shall provide and operate pumps or other suitable equipment of adequate capacity for dewatering the excavations. He shall avoid producing mud in the trench or channel bottom by his operations. If necessary or so directed by the ENGINEER, the CONTRACTOR shall place crushed stone at his own expense to maintain a firm, dry excavation bottom and base. Pipe bedding, laying, jointing, and the placing of concrete shall be done in a water-free trench or excavation. The water shall be disposed of at the CONTRACTOR's expense.

Where the excavation extends below the water table, and lowering of the water table is necessary to prevent excessive inflows and maintain stability within the excavation, dewatering shall be performed. The CONTRACTOR shall use well points, sump pumps, or any other method of dewatering as required to lower the water table below the bottom of the excavations in a manner that will prevent saturated soil from flowing into open trenches, shafts, structures and tunnels, and render such excavations firm until the structures to be built therein are completed. The CONTRACTOR shall obtain the ENGINEER's approval prior to the use of special dewatering equipment other than well points or sump pumps. Dewatering operations are considered incidental to the work and no additional compensation shall be made to the CONTRACTOR. The groundwater shall not be allowed to rise until the backfilling operations are complete. The CONTRACTOR shall be responsible for preventing pipe flotation.

The CONTRACTOR shall assume all responsibility for claims resulting from damage to any land, wells, structures or improvements due to his dewatering operations.

Prior to any point discharge into a blueline stream or intermittent blueline stream, the CONTRACTOR shall obtain necessary permits from the Indiana Department of Natural Resources or Indiana Department of Environmental Management and provide a copy to the ENGINEER. Point discharge operations are considered incidental to the work and no additional compensation shall be made to the CONTRACTOR.

9.0 EXISTING FACILITIES

- 9.1 The CONTRACTOR shall be required to restore and/or replace all existing Traffic Control devices, poles, lights, storm sewers, plantings, entrances, utilities, catch basins, curbs or any other items disturbed during construction to a condition equal to or better than before construction.

10.0 ACCESS

- 10.1 Access to and through all properties and public streets must be maintained at all times.

11.0 PAYMENT

11.1 Payment for all materials, equipment and labor required to comply with this section shall be included in the CONTRACTOR's bid.

SECTION 1-B - RESTORATION OF EXISTING FACILITIES

1.0 PUBLIC PROPERTY

- 1.1 The CONTRACTOR shall be required to restore all driveway entrances, sidewalks, fences, mail boxes, sewers and any other objects or facilities of public ownership damaged by him in the course of construction either inside or outside the construction limits unless removal is specified in this project.
- 1.2 Grass surfaces so disturbed shall be fertilized and reseeded or sodded, as required by the specifications.
- 1.3 Paved or graveled surfaces shall be restored to a condition equal to or better than that existing before construction commenced.

2.0 PRIVATE PROPERTY

- 2.1 Where construction is anticipated on private property, easements have been obtained and are shown. An effort shall be made by the CONTRACTOR to cooperate with the property owners and to minimize damage to their property.
- 2.2 The provisions of Section 1-B, 1.0-1.3 shall apply to work performed on private property also.

3.0 PAYMENT

- 3.1 Payment for all materials, equipment and labor required to comply with this section shall be included in the CONTRACTOR's bid.

SECTION 1-C - CLEANING UP

1.0 GENERAL

- 1.1 The Contractor shall proceed to complete his work in a neat and orderly fashion, and keep the site clean from undue amounts of debris and miscellaneous material that will cause the area to become unsightly.

2.0 FINAL CLEANING UP

- 2.1 Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures.
- 2.2 He shall leave the site in a neat and presentable condition, acceptable to the Engineer.
- 2.3 Material cleared from the site and deposited on property adjacent will not be considered as having been disposed of satisfactorily.

3.0 PAYMENT

- 3.1 All material, equipment and labor for work called for in this section shall be included in the Contractor's bid.

SECTION 1-D - ORDER OF CONSTRUCTION

1.0 GENERAL

- 1.1 Before construction begins, the CONTRACTOR shall submit to the ENGINEER his intended project completion schedule.
- 1.2 The CONTRACTOR shall adhere to this submitted procedure so that the project may be completed in an orderly, workmanlike manner.

2.0 PAYMENT

- 2.1 All material, equipment, and labor for work called for in this section shall be included in the CONTRACTOR's bid.

SECTION 1-E - EXTRAS AND CHANGE ORDERS

1.0 EXTRAS AND CHANGE ORDERS

- 1.1 Payment for extra work will be based on the unit prices for extras as called for in the "Information to Bidders" and made as detailed in the "General Conditions" of these specifications.
- 1.2 No extra work shall be performed without the issuance of a change order by the ENGINEER.

DIVISION 2 - SITE WORK

SECTION 2-A - CLEARING OF SITE

1.0 CLEARING AND GRUBBING

- 1.1 All existing vegetation, brush, stumps, trees, logs, basins, manholes, pipes, old pavement, base, curb, junk, concrete, walk, culvert pipes, posts, fencing or any other items within the construction area shall be removed as necessary.
- 1.2 All waste materials must be disposed of off-site by the CONTRACTOR.
- 1.3 No burning will be allowed.
- 1.4 Any tree shown in the route of the proposed sewer shall be removed, unless otherwise specified by the Engineer.

2.0 PAYMENT

- 2.1 Payment for all items in this section shall be included in the Contractor's bid price

SECTION 2-B - SITE UTILITIES

1.0 GENERAL

- 1.1 This section contains the general specifications for materials and construction requirements for water mains where applicable.
- 1.2 The CONTRACTOR shall use D.I. pipe or PVC Pipe wherever he wishes, except in sleeves. In this area the CONTRACTOR shall use mechanical joint Ductile Iron Pipe with all necessary transition fittings to PVC, if PVC is used elsewhere.
- 1.3 All pipe shall be installed at the depth shown on the plans.

2.0 DUCTILE IRON PIPE, FITTINGS AND VALVES

- 2.1 Ductile iron pipe shall conform to ANSI/AWWA Specification C151/A21.51-91, Pressure Class 350, sizes as shown on the plans, cement lined and asphalt coated. Pipe joints shall meet ANSI/AWWA Specification C111/A21.11 and fittings shall meet ANSI/AWWA Specification C110/A21.10, as manufactured by U.S. Pipe and Foundry Co., or approved equal.
- 2.2 Wherever pipe joint deflection is less than four (4) degrees, bell and spigot type joints shall be used, conforming to ANSI/AWWA Specification C111/A21.11.
- 2.3 Wherever pipe deflection is greater than four (4) degrees, mechanical joint ductile iron fittings shall be used conforming to ANSI/AWWA Specification C110/A21.10, pressure rated at 250 psi.
- 2.4 All metal parts of ductile iron pipeline and fittings in contact with bedding or backfill shall be encased with 8-mil polyethylene film conforming to ANSI/AWWA Specification C105/A21.5. Joints between sections of film shall be overlapped one-foot and secured in place until the backfill is installed.
- 2.5 Pipe joint lubricant shall be of the type recommended by the ductile iron pipe manufacturer.

3.0 PVC PIPE, FITTINGS AND VALVES

- 3.1 Where Polyvinyl Chloride (PVC) pipe is used for pipeline construction, sizes shall be as indicated on the plans.
- 3.2 PVC pipe shall conform to AWWA Specification C900, Pressure Class CL200, SDR21 and ASTM D-1784.
- 3.3 Wherever the PVC pipe joint deflection is less than five (5) degrees, integral type bell gasketed joints shall be used conforming to ASTM Specification D3139. This specification requires that

the joint be able to withstand a vacuum of 22 inches of mercury column for one (1) hour without leakage into the joint.

- 3.4 Wherever pipe deflection is greater than five (5) degrees, appropriate gray cast iron mechanical joint fittings shall be used. Fittings shall be pressure Class 200 psi, cement lined and asphalt coated.
- 3.5 Polyethylene film wrapping of metal fittings or valves will not be required when used in connection with PVC pipe.
- 3.6 Pipe joint lubricant shall be of the type recommended by the PVC pipe manufacturer.
- 3.7 All valves shall meet AWWA specifications and shall be manufactured by Waterous.
- 3.8 Valves shall be installed with a 3' valve box and lid, with Posi-Cap valve box stabilizers.

4.0 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

- 4.1 Where High Density Polyethylene Pipe (HDPE) is used for pipeline construction, it shall be sized with a minimum inside diameter as shown on the plans, and shall conform to AWWA Specifications C-906.
- 4.2 The pipe and fittings shall be SDR 17, Driscopipe 1000, or equal, materials shall comply with the requirements of Type III C5 P 34, as tabulated in ASTM D-1248, PPI PE3408 having a melt flow (condition E) of less than 5 gpm/10 min. determined by ASTM D-1238 and exceed 1000 hours stress resistance as per ASTM D-1693, all in accordance with the manufacturer's recommendations.
- 4.3 Pipe shall have a hydrostatic design stress rating of 800 psi based on a material with a 1600 psi design basis as per ASTM D-2837-69.
- 4.4 Fittings shall be molded or fabricated from material meeting the same standards as the pipe.
- 4.5 Joints shall be made by the thermal butt fusion system. Joints made to Ductile Iron pipe with mechanical joints shall be made with a flanged fitting. A special D.I.P. flanged fitting shall be manufactured to connect to the end flange on the Polyethylene pipe, so connection can then be made to D.I.P. with mechanical joints. All joints shall be completely watertight, airtight and as strong as or stronger than the pipe wall, in strict accordance with the manufacturer's recommendations.

5.0 EXCAVATION, BEDDING AND BACKFILL

- 5.1 Excavation shall be accomplished in such a manner as to provide a trench that is eight (8) inches wider than the outside diameter of the pipe hub at the springline.

- 5.2 All pipe shall be bedded on four (4) inches and covered by twelve (12) inches of Indiana No. 8 crushed limestone.
- 5.3 Where pipe is installed in EARTH AREAS, not immediately adjacent to a street or road, the remainder of the trench shall be backfilled with selected earth materials, humped over the trench to allow for settling.
- 5.4 Where pipe is installed in a GRAVELED AREA, the pipe shall be bedded with 4"-6" of Indiana No. 8 stone and the trench filled to a point half the diameter of the pipe with Indiana No. 8 stone. A representative of the Greenville Municipal Water Utility must inspect the pipe before final cover is placed. After pipe has passed inspection No. 8 stone shall be placed to a level 12" above the pipe. The remainder of the trench must be backfilled with Dense Graded Aggregate, size No. 53 to a point eight (8) inches below original grade and then filled with Indiana No. 73-crushed limestone to original grade.
- 5.5 WHERE PIPE IS INSTALLED IN AN ASPHALT PAVED AREA, AND THE TRENCH IS LESS THAN ONE HUNDRED (100) FEET LONG, the pipe shall be bedded with 4"-6" of Indiana No. 8 stone and the trench filled to a point half the diameter of the pipe with No.8 stone. A representative of the Greenville Municipal Water Utility must inspect the pipe before final cover is placed. After pipe has passed inspection No. 8 stone shall be placed to a level 12" above the pipe. The remainder of the trench must be backfilled with compacted D.G.A., No. 53 Stone to a point one (1) inch below grade. After all construction is completed, the trench must be cleaned, primed and paved with a one (1) inch compacted thickness of INDOT HAC Surface to be flush with surrounding area. All patch seams can only be saw cut, cut smooth, straight and tarred.
- 5.6 WHERE THE TRENCH IS EQUAL TO OR GREATER THAN ONE HUNDRED (100) FEET LONG IN AN ASPHALT PAVED AREA, the pipe shall be bedded with 4"-6" of Indiana No. 8 stone and the trench filled to a point half the diameter of the pipe with No. 8 stone. A representative of the Greenville Municipal Water Utility must inspect the pipe before final cover is placed. After pipe has passed inspection No. 8 stone shall be placed to a level 12" above the pipe. The remainder of the trench must be backfilled with compacted D.G.A., No. 53 Stone to a point three (3) inches below the original pavement surface grade. The trench shall then be paved with compacted Asphalt Binder to original pavement surface grade. When all construction is complete the entire width of the road shall then be cleaned, tack coated and paved with one (1) inch compacted thickness of INDOT surface asphalt mix to be flush with all surrounding pavement surfaces. All seams shall be tarred: NOTE: WHEN DONE YOU MUST PAVE THE ROAD FROM END TO END, SIDE TO SIDE.
- 5.7 WHERE PIPE IS INSTALLED IN AN ASPHALT OVER CONCRETE PAVED AREA, the pipe shall be bedded with 4"-6" of Indiana No. 8 stone and the trench filled to a point half the diameter of the pipe with No. 8 stone. A representative of the Greenville Municipal Water Utility must inspect the pipe before final cover is placed. After pipe has passed inspection No. 8 stone shall be placed to a level 12" above the pipe. The remainder of the trench must be backfilled with Dense Graded Aggregate, size No. 53 to a point one (1) inch below original grade. After all construction is complete the trench shall be cleaned, primed

and paved with Hot Asphalt Concrete, Surface Type to be flush with the surrounding area. All patch seams must be saw cut only, smooth and straight and tarred.

- 5.8 WHERE PIPE IS INSTALLED IN A CONCRETED AREA, the pipe should be bedded with 4"-6" of Indiana No. 8 stone and the trench filled to a point half the diameter of the pipe with No. 8 stone. A representative of the Greenville Municipal Water Utility must inspect the pipe before final cover is placed. After pipe has passed inspection No. 8 stone shall be placed to a level 12" above the pipe. The remainder of the trench must be backfilled with compacted D.G.A., #53 Stone to a point nine (9) inches below original grade. The trench must then be filled with 3000-psi concrete flush with original grade. All patch seams must be saw cut only, smooth and straight.
- 5.9 Rock excavation is unclassified.
- 5.10 Payment for all rock excavation shall be included in the CONTRACTOR's price.
- 5.11 Shoring is required for all trenches according to OSHA Safety Standards.
- 5.12 Payment for trench excavation, bedding, shoring and backfill shall be included in the CONTRACTOR's bid unit price for pipeline.
- 5.13 Where PVC pipe is installed, a metalized marking tape shall be installed in the backfill eighteen (18) inches below grade above the pipe. The tape shall be laid in a continuous run from the point where the PVC pipe connects to iron pipe, being securely knotted thereto. Splices shall be securely knotted. Any exposed valves or fire hydrants shall be connected with securely knotted tape.
- 5.14 Locate wire #12 solid coated copper shall be used on all PVC pipeline. Locate wire shall be installed for all potable water lines in accordance with the manufacturer's installation instructions.
- 5.15 Payment for marking tape and copper wire shall be included in the CONTRACTOR's bid unit price for pipeline.

6.0 TRENCH SURFACE RESTORATION

- 6.1 Trench restoration is defined as the process of restoring the ground surface of the trench to a condition equal or better than that which existed before construction and in accordance with the applicable details in the plans.
- 6.2 Seeding of the restored trench shall be required in all areas not requiring sod, gravel or pavement restoration. Seeding and Sodding requirements are found in the Seeding section of this specification.

6.3 In Gravel Areas, restoration shall be accomplished with crushed limestone, Indiana Grade No. 73, dense graded aggregate, compacted and leveled to finish grade in accordance with the detail, eight (8) inches thick minimum.

6.4 In Asphalt Paved or Concrete Paved Areas, restoration shall be accomplished according to the detail. Concrete required shall be 3000 psi. Asphalt repaving shall be Indiana Dept. of Transportation, Hot Asphaltic Concrete, Surface, No.11, HV, applied in accordance with INDOT specifications. Asphalt edge joints shall be sealed with hot tar and sanded to absorb tackiness.

6.5 Payment for work under this item shall be included in the CONTRACTOR's Bid item.

7.0 THRUST BLOCKS

7.1 Where pipe fittings are used to effect changes of direction in a pipeline, the appropriate concrete thrust block shall be constructed against the firm trench wall.

7.2 The table "Thrust Block Requirements" in the plans is a part of this specification and describes size and kind of fitting, the required trench wall bearing area and minimum concrete volume to be used.

7.3 Vertical deflection fittings shall be restrained by means of a #5 reinforcing bar bent in a U-shape whose legs extend at least the length of one pipe diameter into the thrust block and whose ends are bent into 6-inch hooks.

7.4 CONTRACTOR shall install mega lug restrainers at all valves and bends in the ground in addition to the thrust block requirements.

7.5 The ENGINEER, through his Resident Inspector, shall be the judge of the adequacy of the thrust blocks constructed. He may order additional measures be taken if he deems the standard allowances inadequate. Payment for this extra work shall be made in accordance with the bid unit prices for extra materials such as steel or concrete.

7.6 No extra allowance will be made for concrete required to achieve trench wall bearing that occurs because of over-excavation of the trench. Such required concrete shall be furnished at the CONTRACTOR's expense.

7.7 Concrete used for thrust blocks shall be Portland Cement concrete, 3000 psi, compressive strength.

7.8 Payment for this item shall be included in the CONTRACTOR's Bid.

8.0 BLASTING

8.1 Blasting for rock excavation is not permissible in this project.

9.0 TESTING

- 9.1 The CONTRACTOR will be required to test all pipelines and appurtenances with water, before complete backfilling. Maximum test pressure, measured at lowest elevation of pipe-line being tested, shall be the pressure class of pipe unless a specific test pressure is shown on the drawing. Sufficient temporary backfill shall be installed before testing to restrain buckling of the pipeline, as per AWWA C600-87, Sec.4.1.
- 9.2 Backfilling before testing will be allowed at the discretion of the ENGINEER in the case of rubber or bolted joint pipe, and at points where danger to the public or other hazards demand that such be done immediately after the pipe is laid.
- 9.3 When the line or section being tested is pumped up to the required pressure, it shall be valved off from the pump and a pressure gauge placed in the line. The pressure drop in the line, if any, shall be noted. If no pressure drop is noted in four hours, the ENGINEER, at his discretion may accept the line or section as being tested, or he may require that the test run the full twenty-four (24) hours.
- 9.4 At the end of the twenty-four (24) hour test period, the pressure shall be recorded. If there has been a drop in pressure, the CONTRACTOR will be required to pump the section being tested up to the initial test pressure and maintain that pressure for twenty-four (24) hours, measuring the amount of water required to accomplish this. The line will not be accepted until the leakage shall prove to be less than 10 gallons per inch diameter per mile of pipe per twenty-four (24) hours.
- 9.5 Should there be leakage over the allowable amount, the CONTRACTOR will be required to locate and repair the leaks, and retest the section. It is suggested, but not required that the CONTRACTOR have a geophone (underground listening device) on the job at the time of testing. This has proved very helpful in the past in locating underground leaks.
- 9.6 If the leakage of a section of pipeline being tested is below the allowable amount, but leakage is obvious, in the opinion of the ENGINEER, due to water at the surface of the ground, or by listening the leak can be heard underground with a geophone, or any other means of determining a leak, the CONTRACTOR will be required to repair these leaks.
- 9.7 The CONTRACTOR shall furnish a meter or suction tank, pipe test plugs, and by-pass piping, and make all connections for conducting the above tests. The pumping equipment used shall be centrifugal pump, or other pumping equipment which will not place shock pressures on the pipeline. Power plunger or positive displacement pumps will not be permitted for use on closed pipe systems for any purpose.
- 9.8 Inspection of pipe laying shall in no way relieve the CONTRACTOR of the responsibility for stopping leakage or correcting poor workmanship.

10.0 DISINFECTION OF WATER MAINS

- 10.1 All parts of the water system coming into contact with potable water shall be disinfected before being placed in service.
- 10.2 During construction, every effort shall be exercised to keep water pipe and accessories clean and to prevent the entry of dirt and other contaminants.
- 10.3 Water mains and appurtenances shall be disinfected after pressure testing in accordance with ANSI/AWWA Specification C651-86 a copy of which is on file in the ENGINEER's office and which is hereby made a part of this specification.
- 10.4 Briefly, this specification requires the following steps:
- a. Preventative measures during construction.
 - b. Chlorination.
 - c. Final flushing.
 - d. Bacteriological tests.
 - e. Redisinfection, if required.
- 10.5 Preventative measures shall be in accordance with Section 4, ANSI/AWWA C601-81.
- 10.6 Chlorination methods shall be in accordance with Section 5, ANSI/AWWA C601-81.
- 10.7 Final flushing shall be in accordance with Section 6, ANSI/AWWA C601-81.
- 10.8 Bacteriological Tests shall be in accordance with Section 7, ANSI/AWWA C601-81. After final flushing, two samples of water shall be drawn from the section of line disinfected and sent to a competent laboratory. Both samples must report negative before the line may be placed in service.
- 10.9 Redisinfection shall be in accordance with Section 8, ANSI/AWWA C601-81.

11.0 UTILITY VAULT

- 11.1 The utility vault, if called for, shall be installed in the location designated on the plans.
- 11.2 The utility vault shall be the top half of a concrete Thorn-Orwick utility 5' x 9' I.D-NT. as shown in the detail.
- 11.3 All fittings and appurtenances shall be installed in accordance with the detail shown in the plans.
- 11.4 Payment for work in this section shall be included in the CONTRACTOR's bid.

12.0 FIRE HYDRANTS

- 12.1 Fire hydrants shall be installed in the locations designated on the plans.

- 12.2 Fire hydrants shall be connected to the water main by means of a 6-inch PVC pipe AWWA Specification C-900, Class 150. A 6-inch resilient disc gate valve and cast iron valve box marked **WATER** shall be installed between the main and hydrant, all in accordance with the detail shown in the plans.
- 12.3 All pipe connections shall be mechanical joint.
- 12.4 Fire hydrants shall meet AWWA Specifications and shall be Model Pacer 67 as manufactured by Watrous, or approved equal. The main valve shall be 4-1/2" size with a 7" standpipe. The hydrant shall be furnished with two (2) 2-1/2" hose nozzles, one (1) pumper nozzle. A supplier is E.J. Prescott Co. of Indianapolis, Indiana.
- 12.5 Fire hydrants shall be installed a minimum of two (2) feet outside the curb, pavement or edge of shoulder more if the Engineer so directs, but not more than ten (10) feet. The pumper connection shall face the street unless otherwise directed.
- 12.6 Before ordering new fire hydrants, the Contractor will check with local fire departments to insure that the hydrant cap nuts and operating nuts of new hydrants will be consistent with existing fire hydrants so that the Fire Department's usual spanner wrenches can be used.
- 12.7 Stainless Steel bolts shall be included on Fire Hydrant fittings.
- 12.8 Fire Hydrant assembly shall be connected to water main with a Swivel Hydrant Tee manufactured by Tyler Corp.
- 12.9 Payment for work in this section shall be included in the Contractor's bid.

13.0 PROPERTY SERVICES AND ACCESSORIES

- 13.1 It is not anticipated that the CONTRACTOR will be required to install any property services on this project.

14.0 MAIN CONNECTION

- 14.1 The connection of the new 12" water main to the existing 12" water main shall be done as shown on the plans. The CONTRACTOR shall notify Greenville Municipal Water Utility before installing the connection.

15.0 VERTICAL AND HORIZONTAL CLEARANCE

- 15.1 A vertical clearance of 18 inches and a horizontal clearance of 10 feet shall be maintained between all water mains and any sanitary or storm sewer.
- 15.2 A vertical clearance of 12 inches shall be maintained between all water mains and all underground utility crossings.

16.0 PAYMENT

16.1 Payment for all items in this section shall be included in the CONTRACTOR(S) bid price.

SECTION 2-C - EXCAVATION AND GRADING

1.0 GENERAL

- 1.1 Under this section the CONTRACTOR shall furnish all equipment and labor necessary for excavation, filling and grading to result in the slopes and grades shown on the plans for subgrade and sideslopes.
- 1.2 In general, all work shall be done in accordance with the requirements of the Indiana Department of Transportation Standard Specifications, 1988, Section 203 - Excavation and Embankment.

2.0 EXCAVATION

- 2.1 In cut areas, the existing materials shall be removed to the earth subgrade elevations as determined from the plan grades and typical sections.
- 2.2 Before placing of the aggregate base course, the upper six (6) inches of all subgrade and subbase shall be compacted to a minimum of ninety five (95) percent of maximum dry density as determined in accordance with AASHTO T99, as modified in 203.24.
- 2.3 The subgrade area shall be proof-rolled and approved by the ENGINEER before placement of aggregate base. In narrow areas, a side-wheel roller shall be used.
- 2.4 If unsuitable material is encountered below subgrade, this material shall be removed and replaced with good material, compacted as specified. Removal and replacement of such material is the responsibility of the CONTRACTOR and no extra pay will be made for this item.
- 2.5 Excavated earth material may be used as fill material in the roadway construction provided it is of good quality, in no large chunks and well compacted. No top soil, sod, asphalt, concrete or gravel shall be used.

3.0 FILLING AND GRADING

- 3.1 All suitable material removed from the excavation shall be used as directed in the construction of fill, except in areas where special fill or sand backfill is specified.
- 3.2 No removed sod shall be placed within vertical planes defining roadbed limits, but it may be placed outside these limits if uniformly distributed and compacted.
- 3.3 No unsuitable materials, stumps, roots, all or parts of trees, brush, weeds or other perishable or trash materials, except as herein provided for sod, shall be placed in embankment or shall not be present in any fill area.

- 3.4 No stone greater than six (6) inches in any dimension shall be left nearer than eight (8) inches to the finished subgrade.
- 3.5 After fill areas have been cleared, the upper six (6) inches of the ground on which fill is to be placed shall be compacted as specified in paragraph 2.2 in this section with a 3-wheeled roller weighing not less than ten (10) tons, or with other approved compacting equipment, within road bed only. The CONTRACTOR shall be responsible for whatever subsurface conditions exist and shall do whatever is necessary to remove such material and replace it with suitable materials properly compacted.
- 3.6 All fill material shall be compacted to at least ninety-five (95) percent of its maximum dry density. Maximum dry density shall be determined by AASHTO T99, as modified in 203.24, using Method A for soil and Method C for granular materials.
- 3.7 The CONTRACTOR shall perform all necessary laboratory and field tests required for compaction.
- 3.8 Fill material shall be placed in uniform level layers for the full width of the area, and compacted with a 3-wheeled roller (weighing not less than ten (10) tons), sheepfoot roller, or other approved compacting equipment.
- 3.9 Each lift shall be disked, or treated by some other mechanical means, which will insure the breaking up of any existing lumps and clods.
- 3.10 The loose depth of each lift shall be such that the required compaction can be obtained, but in no case shall it exceed nine (9) inches, loose measurement.
- 3.11 In places inaccessible to the above compacting equipment, the required compaction shall be obtained with approved mechanical tamps or vibrators, in which case the depths of lifts loose measurement, shall not exceed six (6) inches.
- 3.12 Where rock is used for embankment, no large stones shall be allowed too near to another, but shall be so distributed over the area to avoid pockets. Voids shall be carefully filled with small stones or earth, compacted as required.
- 3.13 Where fill is to be constructed on existing fill slopes, these existing slopes shall be carefully stripped of sod and benched as fill is constructed to insure a good joint between existing and new fill.
- 3.14 All excess material excavated from the roadway such as earth, sod, asphalt, concrete, or gravel shall be piled in the areas designated "dump sites" as shown on the plans.
- 3.15 All other materials, such as trees, brush, fences, wood or other such material, shall be disposed of by the CONTRACTOR at his expense.

4.0 EARTH SUB-BASE

4.1 After all fill is placed and earth is brought to grade of sub-base, all areas, cut or fill, shall be well compacted with a 3-wheeled roller weighing not less than ten (10) tons, or approved equal. No stone base shall be constructed until the subgrade is proof-rolled and approved by the ENGINEER.

5.0 WASTE EARTH MATERIAL

5.1 All other waste material shall be disposed of by the CONTRACTOR.

6.0 EXISTING SANITARY SEWERS AND WATER MAINS

6.1 CONTRACTOR shall take great care to avoid disturbing or crushing any of the water mains or sanitary sewers when excavating for the roadway. Any damage shall be repaired by the CONTRACTOR at no cost to the OWNER.

7.0 SUBSURFACE CONDITIONS

7.1 The CONTRACTOR shall be responsible for whatever subsurface conditions he encounters.

8.0 PAYMENT

8.1 The cost of all materials, labor, and equipment required to complete all work as specified in this section shall be included in the CONTRACTOR's bid price.

SECTION 2-D - PAVEMENT

1.0 GENERAL

1.1 Under this section the CONTRACTOR shall be required to furnish all materials, equipment and labor to bring the subgrade to true line and grade and construct the base and surface as detailed on the plans and specified herein.

2.0 COMPACTED AGGREGATE BASE

2.1 The compacted aggregate base for shoulders, entrances and roadway pavements shall be Indiana Department of Transportation, Type "O", compacted aggregate base in accordance with the Standard Specifications, 1999, Section 303.

2.2 No Calcium Chloride shall be used in base to receive asphalt.

2.3 Each lift of aggregate shall be compacted with a 3-wheeled or tandem roller, weighing not less than 10 tons, or vibrating compactors, until the base is compacted to ninety-five (95) percent of the maximum dry density as determined by Method "C" of AASHTO T99, as modified and resulting in the total compacted thickness shown on the plans.

2.4 In places inaccessible to rolling equipment, the required compaction may be obtained with mechanical tamps or other approved equipment.

2.5 Wetting of the aggregate will be required when so directed by the ENGINEER at the expense of the CONTRACTOR.

2.6 Traffic, including construction equipment which is permitted to be used on the completed layer, shall be kept well dispersed so as to assist in obtaining uniform compaction and to avoid displacement of material and the formation of ruts.

2.7 The CONTRACTOR shall proof-roll and the ENGINEER will then inspect the compacted aggregate base before the CONTRACTOR places any primer or asphalt base.

3.0 PRIMER

3.1 After the compacted aggregate base is constructed, dry, and approved by the ENGINEER, the CONTRACTOR shall apply with a power distributor at the rate of 0.4 gallons per square yard, a liquid asphalt primer consisting of Asphalt Emulsion, AE-PL, 902.04, according to the Indiana Department of Transportation Standard Specification, 1999, Section 408.

4.0 BITUMINOUS BASE

4.1 The Bituminous Base Course, 5D, shall be in accordance with the Indiana Department of Transportation Standard Specifications, 1999, Section 403, Hot Asphalt Concrete Pavement, Mixture No. 5.

4.2 The Bituminous Base Course, 5D, shall be placed on the Aggregate Base Course after the primer has been applied and approved by the ENGINEER.

4.5 The Base Course shall be spread to a compacted thickness as shown on the plans. All placing of the binder and base materials shall be done in accordance with the Indiana Department of Transportation Specifications.

5.0 HOT ASPHALT CONCRETE SURFACE

5.1 The surface course shall be in accordance with the Indiana Department of Transportation Standard Specifications, 1999, Section 403, Hot Asphalt Concrete Pavement, Surface Mixture No. 11.

5.2 This material shall be spread to a compacted thickness as shown on the plans.

5.3 Construction methods for placing asphaltic concrete surface shall conform with the Indiana Department of Transportation Standard Specifications.

6.0 KEY WAY

6.1 A four (4) inch wide "key-way" shall be cut across all areas where overlay is to be placed to form a neat, smooth joint between new and old pavements.

7.0 TACK COAT

7.1 Where tack coat is to be used on the existing surface pavements before the pavement overlay is placed, it shall be Asphalt Emulsion, AE-T applied at a rate of 0.05 gallons per square yard (0.000252 tons per square yard).

7.2 All tack coat shall be in accordance with the Indiana Department of Transportation Standard Specifications, 1999, Section 409 - Tack Coat.

8.0 PRIVATE DRIVES, PARKING AREAS, AND PUBLIC ROAD APPROACHES

8.1 Materials for private drives and public road approaches shall be as specified above.

8.2 The thickness of the courses shall be compacted thicknesses, as shown on the standard sections of the plans.

9.0 SEAMS

9.1 All seams shall be saw-cut only.

9.2 After all paving is complete, all seams between new and existing asphalt shall be sealed with hot tar.

10.0 PAYMENT

10.1 All material, equipment and labor for work called for in this section shall be included in the CONTRACTOR's bid.

SECTION 2-E - DRIVEWAY REPAIR

1.0 GENERAL

- 1.1 Under this section, the CONTRACTOR shall be required to furnish all materials, equipment and labor to repair all driveways or pavement disturbed during construction.

2.0 GRAVEL DRIVEWAY

- 2.1 Gravel drive replacement shall consist of compacted limestone aggregate base (D.G.A.) plant mixed to produce an optimum moisture content form 7 to 9 percent of dry aggregate by weight.
- 2.2 In general, Indiana Department of Transportation (INDOT), type "O", compacted aggregate base specifications shall be used.
- 2.3 The gravel drives shall have a compacted thickness of eight (8) inches.

3.0 ASPHALT DRIVEWAYS AND PARKING AREAS

- 3.1 All asphalt driveways and parking areas removed during construction shall be replaced with the pavement section shown on the plans. These are compacted thicknesses, and the stone base shall be primed before any paving.

4.0 CONCRETE DRIVEWAYS

- 4.1 All concrete driveways removed during the construction shall be replaced with 6-inch thick concrete type 'A'.

5.0 PAYMENT

- 5.1 All material, equipment and labor for work called for in this section shall be included in the CONTRACTOR(S) bid.

SECTION 2-F - SEEDING AND SODDING

1.0 GENERAL

- 1.1 Under this section, the CONTRACTOR shall be required to furnish all material, equipment and labor required to SEED all earth areas disturbed within the project limits and right-of-way, after all construction is complete.

2.0 SEEDING

- 2.1 The areas to be seeded shall be thoroughly tilled by discing, harrowing or other approved methods until the condition of the soil is acceptable to the Engineer. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finished grade.
- 2.2 Fertilizer shall be applied at the rate of 600 pounds of 12-12-12 analysis, or equivalent, per acre and shall be incorporated into the soil a depth of at least two (2) inches. The incorporation of the fertilizer may be a part of the tillage operation and shall be applied not less than 24 hours nor more than 48 hours before the seed is sown.
- 2.3 The seed per acre shall be 50 pounds of Perennial Rye Grass and 100 pounds of Kentucky 31 Fescue, and one and one-half (1 1/2) bushels of Spring Oats per acre.
- 2.4 Seed shall be broadcast either by hand or approved sowing equipment, uniformly over the area. The seed shall be drilled or raked a depth of approximately one-half inch (1/2") and the seeded areas shall be lightly raked to cover the seed. All ridges shall be smoothed out and all furrows and wheel tracks, likely to develop into washes, shall be removed.
- 2.5 After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one (1) bale per 1,000 square feet (approximately two (2) inches loose depth) and thoroughly watered.
- 2.6 The CONTRACTOR shall maintain all seeded areas without extra payment until final acceptance of the project, and any regrading and reseeding shall be done at his own expense. Any areas which fail to show a "catch" or uniform stand, for any reason whatsoever, shall be reseeded with the original mixture and such reseeding shall be repeated until final acceptance. The CONTRACTOR shall properly water, mow, and otherwise maintain all seeded areas until final acceptance.
- 2.7 Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing, and reseeding by the CONTRACTOR at his own expense if such damage occurs prior to final acceptance of this completed contract.

3.0 SODDING

- 3.1 Sod shall be used only where shown on the plans or as directed by the ENGINEER. It shall be of good quality and properly watered and cared for by the CONTRACTOR at his expense until final acceptance by the OWNER.
- 3.2 If sod dies, or is not in a desirable condition for any reason whatsoever, the CONTRACTOR shall replace or restore it to a desirable condition at his own expense before final acceptance of the project will be made.

4.0 PAYMENT

- 4.1 Payment for all items in this section will be included in the CONTRACTOR'S bid.

DIVISION 3 - CONCRETE

SECTION 3-A - CONCRETE WORK, GENERAL

1.0 GENERAL

1.1 The CONTRACTOR shall furnish all labor, equipment and materials needed to complete all concrete work indicated by the plans or herein specified, or both, as follows:

- (A) Reinforced Concrete
- (B) Grouting
- (C) Reinforcing Steel
- (D) Forms
- (E) Concrete Finishing

2.0 PORTLAND CEMENT

2.1 Portland Cement shall conform to "Standard Specifications for Portland Cement" (ASTM Serial Designation C-150, latest edition), and shall be Type I unless otherwise indicated on the plans or specified.

- (1) Type I - For use in general concrete construction when the special properties specified for Types II and III are not required.
- (2) Type II - For use in general concrete construction exposed to moderate sulfate action, or where moderate heat of hydration is required.
- (3) Type III - For use when high early strength is required.

3.0 CONCRETE AGGREGATES

3.1 Concrete aggregates shall conform to the "Standard Specifications for Concrete Aggregates" (ASTM Serial Designation C-33, latest edition), provided however, that aggregates which have been shown by test of actual service to produce concrete of the required strength, durability, water-tightness, fire resistance, and wearing qualities may be used under Article 8, Method 2, where authorized by the ENGINEER.

3.2 The maximum size of the aggregate for concrete work shall not be larger than two (2) inches, nor larger than one-fifth ($1/5$) of the narrowest dimension between faces of the narrowest member for which the concrete is to be used, nor larger than three-fourths ($3/4$) of the minimum clear spacing between reinforcing bars.

4.0 WATER

4.1 Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkalis, or organic materials.

5.0 REINFORCING STEEL

- 5.1 Metal reinforcement shall conform to the requirements for intermediate grades of the "Standard Specifications for Billet-Steel Bars for Concrete Reinforcement" (ASTM Serial Designation A-15, latest edition) or shall conform to the requirements of the "Standard Specifications for Rail-Steel Bars for Concrete Reinforcement" (ASTM Serial Designation A-16, latest edition) and deformation shall conform to ASTM A-305, latest edition.
- 5.2 Welded wire fabric or cold-drawn wire for concrete reinforcement shall conform to the requirements of the "Standard Specification for Welded Wire Fabric for Concrete Reinforcement" (ASTM Serial Designation A-185, latest edition).
- 5.3 For the detailed specifications of reinforcing steel see Section 3-C, Reinforcing Steel.

6.0 STORAGE OF MATERIALS

- 6.1 Cement and aggregate shall be stored at the work in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or which has been damaged or mixed with other aggregates or foreign matter shall not be used for concrete.

7.0 CONCRETE QUALITY

- 7.1 The working stresses for the design of this work are based on the specified minimum ultimate twenty-eight (28) day compressive strength of the concrete, or on the specified minimum ultimate compressive strength at the earliest age at which the concrete may be expected to receive its full load. The strengths of concrete at specified ages for which all parts of the structure were designed are shown on the plans or specified herein.
- 7.2 All concrete exposed to the weather shall have a water content not to exceed six (6) gallons per sack of Portland Cement, unless otherwise specified herein.
- 7.3 Where Class "A" concrete is indicated on the plans or in these specifications, the CONTRACTOR shall provide 4,000 psi, 28-day compressive strength concrete. Where Class "B" concrete is indicated, 3,000 psi, 28-day compressive strength concrete shall be provided. Where Class "C" concrete is indicated, 2,500 psi, 28-day compressive strength concrete shall be provided. Where Class "D" concrete is indicated, 1,500 psi, 28-day compressive strength shall be provided.
- 7.4 Special concrete (Class "AA") shall be mixed in proportion of eighty (80) percent standard Portland Cement and twenty percent (20%) high-early strength Portland Cement by weight; thus in a five (5) sack batch, four (4) sacks shall be standard Portland Cement and one (1) sack shall be high-early strength Portland Cement.
- 7.5 All concrete, except where otherwise indicated on the plans, shall be Class "A".

8.0 DETERMINATION OF STRENGTH AND QUALITIES OF MATERIALS

- 8.1 The determinations of the proportions of cement, aggregate and water to attain the required strengths shall be made by one of the following methods:

METHOD 1 - Concrete made from average materials: when no preliminary tests of the materials to be used are made, the water content per sack shall not exceed the values in the following table. Method 2 shall be employed when artificial aggregates or admixtures are used, or when more than 100 cubic yards of concrete are used in the entire project.

ASSUMED STRENGTH OF CONCRETE MIXTURES

CLASS OF CONCRETE	ASSUMED COMPRESSIVE STRENGTH AT 28 DAYS LBS. PER SQ. IN.
A	4,000
B	3,000
C	2,500

NOTE: In interpreting this table, surface water contained in the aggregate must be included as part of the mixing water in computing the water content.

METHOD 2 - Controlled Concrete: proportions of the materials and water content other than those shown in the above table may be used provided that the strength quality of the materials proposed for use in the structure shall be established by tests which shall be made in advance of the beginning of operations, using the consistencies suitable for the work and in accordance with the "Standard Method of Test for Compressive Strength of Molded Concrete Cylinders" (ASTM Serial Designation C-39). A curve representing the relation between the water content and the average 28-day compressive strength or earlier strength at which the concrete is to receive its full work load, shall be established for a range of values including all the compressive strengths called for on the plans, or herein.

The curve shall be established by at least four points, each point representing average values for at least four test specimens. The amount of water used in the concrete for the structure as determined from the curve, shall correspond to a strength which is twenty-five (25) percent greater than that called for on the plans, for concrete of a compressive strength less than 2,500 psi, and fifteen(15) percent greater for concrete of a compressive strength of 2,500 psi or more. No substitutions shall be made in the materials used in the work without additional tests in accordance herewith to show that the quality of the concrete is satisfactory.

9.0 TESTS ON CONCRETE

- 9.1 Tests shall be made in accordance with the "Tests" Section 3-B.

- 9.2 At least three (3) cylinder tests shall be made on any one section of concrete poured, i.e., a headwall or a footing, or a section of deck. More cylinders or sets of three (3) cylinders shall be made as directed by the ENGINEER.
- 9.3 In all cases where the average strength of the laboratory control cylinders shown by these tests for any portion of the structure falls below the minimum ultimate compressive strengths called for on the plans, the ENGINEER shall have the right to order a change in the mix or in the water content for the remaining portion of the structure. In cases where the average strength of the cylinders cured on the job falls below the required strength, the ENGINEER shall have the right to require conditions of temperature and moisture necessary to secure the required strength and may require load tests to be made on portions of the work so affected.
- 9.4 In the event that the ENGINEER changes the water content specified when Method 1 is used, adjustments, covering amount of cement and aggregates affected, will not be made as an extra or a credit under the provisions of the contract. It is the obligation of the CONTRACTOR to procure material which will produce the strength and class of concrete indicated on the plans.

10.0 CONCRETE PROPORTIONS AND CONSISTENCY

- 10.1 The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will readily flow into the corners and angles of the forms and around reinforcement with the method of placing employed on the work, but without permitting the materials to secrete or excess free water to collect on the surface. The combined aggregates shall be of such composition of sizes that when separated on the No. 4 standard sieve, the weight passing the sieve (fine aggregate) shall not be less than thirty percent (30%) nor greater than fifty percent (50%) of the total unless otherwise required by the ENGINEER, and with the exception that these proportions do not necessarily apply to lightweight aggregates.
- 10.2 The methods of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete" (ASTM Serial Designation C-94).

11.0 REMOVAL OF WATER FROM EXCAVATION

- 11.1 Water shall be removed from place of deposit before concrete is placed unless otherwise directed by the ENGINEER. Any flow of water into the place of deposit shall be diverted through proper side drains to a pump, or removed by other approved methods which will avoid washing the freshly deposited concrete. Water vent pipes and drains shall be filled by grouting, or otherwise, after the concrete has thoroughly hardened.
- 11.2 CONTRACTOR shall use high-early strength concrete in creek crossing to minimize disruption of the flow in the creek.

12.0 CLEANING FORMS AND EQUIPMENT

- 12.1 Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned; all debris and ice shall be removed from the place to be occupied by the concrete; forms shall be thoroughly wetted (except in freezing weather) or oiled, and clay or cement tile that will be in contact with concrete shall be well drenched (except in freezing weather). Reinforcement shall be thoroughly cleaned of ice or other coatings.

13.0 INSPECTION

- 13.1 Concrete shall not be placed until the forms and reinforcement have been inspected and approved by the ENGINEER or his authorized representative.

14.0 TRANSPORTATION

- 14.1 Concrete shall be handled from the mixer to the place of final deposit as rapidly as practical by methods which will prevent the separation or loss of the ingredients. It shall be deposited as nearly as practical in its final position to avoid rehandling or flowing. Under no circumstances shall concrete that has partially hardened be deposited to the work.
- 14.2 Carts, buggies or conveyors shall generally be used for transporting concrete from the mixer to the final place of deposit. Delivery carts or buggies shall be kept on temporary runways. Runway supports shall not bear upon reinforcing or on fresh concrete.
- 14.3 Concrete shall not be dumped into carts or buggies from the mixer with a free fall of more than three (3) feet.
- 14.4 Chuting of concrete shall be allowed only with special approval of the ENGINEER or his representative. In such case the slope of the chute shall be such as to allow the concrete to flow without separation of the ingredients. The delivery end of the chute shall be as close as possible to the point of deposit. When the operation is intermittent, the chute shall discharged into a hopper. The chute shall be thoroughly flushed with water before and after each run. The water used for this purpose shall be discharged outside the forms.

15.0 PLACING OF CONCRETE

- 15.1 Special care must be exercised to prevent splashing the forms or reinforcement with concrete, and any such splashes or accumulations of hardened or partially hardened concrete on the forms or reinforcement above the general level of the concrete already in place must be removed before the work proceeds. Concrete shall be placed in the forms for all walls and other places where the concrete is to be exposed in such a way as to prevent segregation. All concrete for piers shall be placed through openings in the inside form spaced at frequent intervals or through "elephant trunks" (heavy truck canvas or galvanized iron trunks) equipped with suitable hopper ends. Trunks shall be of variable lengths so that the free fall shall not exceed three (3) feet, and a sufficient number shall be placed in the forms to insure the concrete being kept level at all times.

- 15.2 Concrete shall be thoroughly compacted by puddling with suitable tools during the operation of placing, and thoroughly worked around the reinforcement, around embedded fixtures, and into the corners of the forms. All concrete placed in forms shall be vibrated by a mechanical vibrator or a type that comes in contact with the concrete only, and is in no way in contact with the forms or reinforcing steel. Sufficient machines shall be provided to thoroughly vibrate all concrete placed provided however that there shall be at least two (2) machines in good working order on site of the work at all times. In thin wall construction the type of vibrator used shall be specially suited for such work. Application of vibrator shall be limited to that concrete which has been freshly poured, for a period of not more than twenty (20) seconds, and in no case shall it be extended to previously placed batches. Use of mechanical vibrators does not take the place of puddling or spading by hand, rather it shall be considered an additional placing operation.
- 15.3 Where conditions make puddling difficult, or where the reinforcement is congested, batches of mortar containing the same proportion of cement to sand used in the concrete shall first be deposited in the forms and the operation of filling with the regularly specified mix be carried on at such a rate that this mix is at all times plastic and flows readily into the spaces between the bars.
- 15.4 When concreting is once started, it shall be carried on as a continuous operation until the place of the section or panel, limits of which are defined on the drawings by construction joints, is completed.

16.0 CONSTRUCTION JOINTS AND STOPPAGES

- 16.1 The placing of concrete shall be carried on continuously between construction joints shown on the drawings. If, for any reason, it shall become necessary to stop placing of concrete at points other than those indicated on the drawings, such points shall have the approval of the ENGINEER, and the manner of making the joint shall be approved.
- 16.2 The surface of the concrete shall be level whenever a run of concrete is stopped.
- 16.3 Vertical construction joints shall be placed at interior corners only, unless otherwise shown on the drawings or approved by the ENGINEER.
- 16.4 At least three (3) hours must elapse after depositing concrete at the columns or walls before depositing in beams, girders or slabs supported thereon.

17.0 DEPOSITING AGAINST OTHER CONCRETE

- 17.1 Before depositing new concrete on or against concrete which has hardened, the forms shall be retightened, surface of the hardened concrete shall be roughened, as required, thoroughly cleaned of foreign matter and debris, and moistened with water. The new concrete placed in contact with the hardened or partially hardened concrete shall contain an excess of water to insure bond.

- 17.2 To insure sufficient mortar at the junction of the hardened and the newly deposited concrete, the cleaned and moistened surface of the hardened concrete, including vertical and inclined surfaces, shall first be slushed with a two (2) inch to three (3) inch coating of cement grout against which the new concrete shall be placed before the grout has attained its initial set.

18.0 PROTECTING AND CURING

- 18.1 All forms containing concrete, and the top of the concrete, shall be kept moist continuously as directed by the ENGINEER until removal of said forms. All exposed concrete shall be maintained in a moist condition for not less than seven (7) consecutive days after removal of forms.
- 18.2 Weather conditions may modify curing requirements, in which case the CONTRACTOR shall be governed accordingly, subject to the approval of the ENGINEER.

19.0 FORMS

- 19.1 Forms shall conform to shape, lines and dimensions of the member as called for on the plans. They shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together so as to maintain position and shape and assure safety to workmen and passers-by. Temporary openings shall be provided where necessary to facilitate cleaning and inspection immediately before depositing concrete.
- 19.2 Form faces for exposed concrete shall be of tempered Masonite, or equal, properly oiled with a non-staining oil.

20.0 TIES

- 20.1 Form ties shall be of such type that the entire tie, or not less than the outer 1/2 inch of the tie at each face, can be completely removed from the concrete without spilling the exposed surface of the concrete. Tie metal shall be carefully removed so as to leave a neat, clean hole for filling and patching.
- 20.2 Immediately after the removal of the forms, the tie metal shall be removed and the tie holes dampened and filled tightly, full depth with grout as specified in Section 3-A, paragraph 36.1. Patching shall be accomplished in such a manner that the patch will not be apparent on the wall face.

21.0 FORM REMOVAL

- 21.1 The removal of forms shall be carried out in such a manner as to insure the complete safety of the structure. Where the structure as a whole supported on shores, removable floor, forms, beams and girder sides, column and similar vertical forms may be removed within twenty-four (24) hours, provided the concrete has hardened sufficiently to permit their removal with safety.

Shoring shall not be removed until the member has acquired sufficient strength to support safely its weight and the load upon it.

22.0 CLEANING AND BENDING REINFORCING STEEL

- 22.1 Metal reinforcement, before being placed, shall be free from mill scale or other coating that will destroy or reduce the bond. Reinforcement shall be formed to the dimensions indicated on the plans. Cold bends shall be made around a pin having a diameter of four (4) or more times the least dimension of the bar.
- 22.2 Metal reinforcement shall be bent or straightened in a manner that will not injure the material. Bars with kinks or bends not shown on the plans shall not be used. Heating of reinforcement for bending will not be permitted.

23.0 PLACING REINFORCING STEEL

- 23.1 Metal reinforcement shall be accurately placed and secured and shall be supported by concrete or metal chairs, spacers, or metal hangers. Horizontal bent bars shall be provided for the corners of all concrete structures.

24.0 SPLICES AND OFFSETS IN REINFORCEMENT

- 24.1 In slabs, beams and girders, splices of reinforcement shall not be made at points of maximum stress without the approval of the ENGINEER. Splices, where permitted, shall provide sufficient lap to transfer the stress between bars by bond and shear (minimum 24 diameters), each bar being surrounded completely by concrete. The minimum distance, center to center, shall be 22 diameters for round bars and 3 diameters for square bars.
- 24.2 Splices in column bars shall provide a lap of not less than 24 diameters for deformed bars and 30 diameters for plain bars.

25.0 PROTECTION OF CONCRETE IN COLD WEATHER

- 25.1 When placing concrete at or below a temperature of forty degrees Fahrenheit (40° F), or whenever, in the opinion of the ENGINEER, the atmospheric temperature will probably fall below this limit within the next twenty-four (24) hour period after placing concrete, mixing water and aggregates shall be heated; and the freshly placed concrete shall be protected by adequate housing or covering and heating.
- 25.2 The CONTRACTOR shall have on the job, ready to install, adequate equipment for heating the materials and the freshly placed concrete, and for enclosing the work in accordance with the requirements specified herein, from September 15 until May 15.

26.0 TEMPERATURE OF THE CONCRETE

- 26.1 Concrete, when placed in the forms shall have a temperature of not less than seventy degrees Fahrenheit (70° F) nor more than one hundred degrees Fahrenheit (100° F). Freshly laid concrete and the surrounding air shall be maintained at a temperature of fifty degrees Fahrenheit (50° F) or greater for a period of seventy-two (72) hours after placing. The methods of protection and curing shall be such as to prevent evaporation of moisture from the concrete and injury to the surface.

27.0 TEMPERATURE RECORDS

- 27.1 During pouring and curing periods a permanent temperature record shall be kept showing the date, hour, outside temperature, and temperatures at several points within the enclosure to show the most favorable and unfavorable condition to which the concrete is subjected. Thermometer readings shall be taken at the start of the work in the morning and again in the late afternoon, and the data so obtained shall be recorded in such a manner that it will show the location of each reading and any conditions which might have an effect on the temperature. A copy of the temperature record shall be made available to the ENGINEER.

28.0 HOUSING IN COLD WEATHER

- 28.1 Before concreting any section of a structure, the section shall be completely housed or enclosed in a manner that will insure the maintenance of the specified temperatures. The housing shall be left in place for the curing period specified, except that sections may be temporarily removed as required to accommodate the placing of column forms or concrete, provided that they are replaced immediately after the form or concrete is in its final position.
- 28.2 In placing slabs, tarpaulins supported on horses or other framework shall closely follow the placing of the concrete, so that only a few feet of the finished slab is exposed to the outside atmosphere at any one time. Such tarpaulins shall be arranged so that heated air from the space below can circulate freely in the space between the tarpaulin and the freshly placed concrete if necessary, in order to maintain the proper temperatures between the slab and the tarpaulins, temporary openings may be left in the floor and forms to facilitate the circulation of warm air in this space. Such openings shall be at the center of panels and shall not exceed eighteen (18) inches in their greatest dimension.
- 28.3 Top covers may be removed between the hours of 8:00 A.M. and 5:00 P.M. on days when the temperature is above thirty-five degrees Fahrenheit (35° F) to permit erection of forms, but they shall be replaced not later than 5:00 P.M.

29.0 METHODS OF HEATING

- 29.1 Within the enclosure, such means of artificial heat shall be provided as will maintain the temperatures specified continuously and with a reasonable degree of uniformity in all parts of the enclosure. All exposed concrete surfaces within the heated area will be wet down with a

hose stream at least once every twenty-four (24) hours during the heating period, except where steam curing is provided.

29.2 The CONTRACTOR shall provide adequate fire protection accessible at all times on each floor where heating is in process and shall maintain watchmen or other attendants to keep the heating units in continuous operation.

29.3 Heating appliances shall be placed in such a manner as to not endanger form work or centering or expose any area of concrete to drying out or other injury due to excessive temperatures.

30.0 HEATING OF MATERIALS

30.1 Either aggregates or water, or both, as may be necessary, shall be heated with steam coils or other devices, so that the average temperature of the concrete as it is deposited in a form shall fall within the limits specified above. Aggregates containing frozen lumps shall be independently heated, and no materials containing frozen lumps, ice or snow shall be allowed to enter the mixer.

31.0 ANTI-FREEZE COMPOUNDS

31.1 The use of salts, chemicals or other foreign materials in the mix to lower the freezing point of the concrete is prohibited.

32.0 ACCELERATORS

32.1 Admixtures intended to accelerate the hardening of the concrete or to produce higher than normal strengths at early periods will be permitted only upon written approval of the ENGINEER and then only in percentages which will not have an injurious effect on the normal qualities of the concrete.

33.0 PREPARATION OF FORMS

33.1 Before placing the concrete in any form, on any surface, or around reinforcement, heat shall be applied in such a manner that ice or snow will be completely removed.

34.0 REMOVAL OF FORMS

34.1 Forms shall remain undisturbed until the concrete has attained sufficient strength to sustain its own weight in addition to any temporary or permanent load that may be placed upon it during the building of the structure. Beam sides, column forms or forms for walls may be removed as soon as the concrete has attained sufficient strength to sustain its own weight, provided that such action does not endanger any part of the structure.

34.2 One day prior to the proposed removal of any forms or centering, the CONTRACTOR shall submit to the ENGINEER the date on which the concrete in this particular section was placed, the record of temperature conditions prevailing in that section during the interval since

placement and any pertinent facts concerning the proposed future loading of the section in question.

- 34.3 If, in the opinion of the ENGINEER, based on the records and conditions of the concrete, the removal of the forms is likely to endanger the whole of any part of the structure, forms shall remain in place for such additional period of time as may be necessary to insure safety, provided, however, that no form shall be wholly or partly removed in less than five (5) days except as noted above and no slab or beam support in less than twenty-one (21) days unless reshored to the satisfaction of the ENGINEER.

35.0 PATCHING AND FINISHING CONCRETE SURFACES

- 35.1 Immediately after removing forms, all concrete surfaces shall be inspected, and any poor joints, voids, stone pockets, or other defective areas permitted by the ENGINEER to be patched and all tie holes shall at once be patched before the concrete is thoroughly dry. Defective areas shall be chipped away to a depth of not less than one (1) inch with the edges perpendicular to the surface. The area to be patched and a space at least six (6) inches wide entirely surrounding it shall be wetted to prevent absorption of water from the patching mortar.
- 35.2 The patch shall be made of the same material and of the same proportion as used for the concrete, except that the coarse aggregate shall be omitted and white cement shall be substituted for a part of the gray cement to match the color of the surrounding concrete. The amount of water used in mixing the mortar shall be as little as consistent with the requirements of handling and placing. The mortar shall be retempered without the addition of water by allowing it to stand for a period of one (1) hour, during which time it shall be mixed with a trowel to prevent settling.
- 35.3 The mortar shall be thoroughly compacted into place and screeded off so as to leave the patch slightly higher than the surrounding surface. It shall then be left undisturbed for a period of one (1) to two (2) hours to permit initial shrinkage before being finally finished. The patch shall be finished in such a manner as to match the adjoining surface. On exposed surfaces where unlined forms have been used, the final finish shall be obtained by striking off the surface with a straight edge spanning the patch and held parallel to the form marks.
- 35.4 Tie holes left by withdrawal of the rods shall be filled solidly with mortar. Any excess mortar at the surface of the wall shall be struck off flush with a cloth. Patches shall be cured as specified under "Protecting and Curing", paragraph 18.

36.0 FINISH TREATMENT OF CONCRETE SURFACES

- 36.1 Where finish is specified, after removing fins with a Carborundum stone, all exposed surfaces shall be given the following treatment:
- (1) Prepare a grout of about the proportions of one part cement to one part fine sand. Grout shall be of the consistency that will permit its application to vertical surfaces

with a stiff bristle brush. The grout shall be brushed and floated on the previously dampened surface to fill completely all the air bubbles and indentations in the concrete. Allow the grout to remain on the surface until the cement has partially set, then remove excess grout with a steel trowel. After drying for an hour or longer, depending on weather conditions, rub the surface vigorously with burlap to clean the grout from the surface completely, leaving pits filled, but without a visible film of grout on the surface. To lighten the surface, replace part of the gray cement with approximately thirty percent (30%) of white cement. Rubbing up a "lather" with Carborundum Stone shall not be permitted. Grout remaining shall be cured as specified under "Protecting and Curing".

36.2 Concrete finish for all exposed surfaces shall be as specified in 36.1 above.

37.0 PAYMENT

37.1 All materials, equipment and labor for work called for in this section shall be included in the CONTRACTOR's bid.

DIVISION 9 – FINISHES

SECTION 9-A - TANK PAINT SYSTEMS

1.0 GENERAL

1.1 Scope of Specification

This specification shall define the general requirements to be met by the Contractor in providing materials, labor and other services associated with the installation of internal and external paint systems on the elevated potable water storage tank.

1.2 Contractor's Responsibility

The Contractor shall furnish all materials, supplies, labor and equipment for the work described under this specification.

1.3 Standards to be met

The materials, supplies, techniques, equipment and labor standards utilized in the paint systems shall conform to these specifications and American Water Works Association standard D102, latest edition. American Water Works Association standard D102 is incorporated by reference and is made a part of these specifications. All interior coatings shall be approved by the NSF.

1.4 Payment

The work provided under this specification shall be completed as part of the Contractor's bid for the project.

2.0 PRODUCTS

2.1 Exterior Coatings

The exterior coatings shall be as follows:

<u>COAT</u>	<u>COATING TYPE</u>	<u>SPECIFICATION</u>
Primer	Polyamide Epoxy Rust Inhibitive Primer	Tnemec 65-1211
Intermediate	Polyamide Epoxy	Tnemec 66
Finish	Polyester Polyurethane	Tnemec 70/71

2.2 Interior Riser Coatings

The coating system on the interior of the pedestal shall be as follows:

<u>COAT</u>	<u>COATING TYPE</u>	<u>SPECIFICATION</u>
Primer	Polyamide Epoxy	Tnemec 20-1211

Intermediate Polyamide Epoxy Tnemec 20-1255

2.3 Interior Bowl Coatings

The interior coating for use in the bowl and at other locations in contact with water shall be approved for use in contact with potable water or food products by either, (i) National Sanitary Foundation, (ii) the U.S. Agricultural Department.

The interior coating shall be as follows:

<u>COAT</u>	<u>COATING TYPE</u>	<u>SPECIFICATION</u>
Primer	Polyamide Epoxy	Tnemec 20-1211
Intermediate	Polyamide Epoxy	Tnemec 20-1255
Finish	Polyamide Epoxy	Tnemec 20-AA90

3.0 COATING PERFORMANCE

3.1 Epoxy-Polyamide- The coating shall meet or exceed all of the following test results, Federal and/or ASTM Standards using the associated test:

Test: Abrasion
Method: Federal Test Method Standard No. 141, Method 6192 CS-17 Wheel
1,000 grams load
Requirement: No more than 130 mg loss after 1,000 cycles

Test: Adhesion
Method: Elcometer Adhesion Tester (0-1,000 psi)
Requirement: Not less than 800 psi pull, average 3 trials

Test: Fresh water
Method: Coating system applied to sandblasted steel panels, cured for seven (7) days at 77 deg. F, and immersed in tap water at 77 deg. F.
Requirement: No blistering, cracking, softening or delamination of film after Eighteen (18) months

Test: Hardness
Method: ASTM 3363-74 (pencil)
Requirement: Must pass 6H

Test: Impact
Method: ASTM G-14-72
Requirement: No less than 140 in/lbs. average

Test: Surface Burning Characteristics
Method: ASTM E-84-70
Requirement: Flame spread – 5 maximum; fuel contributed – 0; smoke density -0

3.2 Aliphatic Polyurethane- The coating shall meet or exceed all of the following test results, federal and/or ASTM Standards using the associated test:

Test: Abrasion
Method: Federal Test Method Standard No. 141, Method 6192 CS-17 Wheel
1,000 grams load
Requirement: No more than 50 mg. loss after 1,000 cycles

Test: Adhesion
Method: Elcometer Adhesion Tester (0-1,000 psi) Coating system applied to
Sandblasted steel panels and cured a minimum of thirty (30) days at
77 deg. F.
Requirement: Not less than 800 psi pull, average 3 trials

Test: Impact
Method: ASTM G-14-72
Requirement: No less than 110 in./lbs. average

Test: Hardness
Method: ASTM 3363-74 (pencil)
Requirement: Must pass 2B

4.0 LETTERING

- 4.1 The Contractor shall paint the name **“GREENVILLE WATER”** on one (1) side of the new tank as directed by Engineer. This work shall be included in the base price. Shop drawings for Engineer’s approval shall be submitted indicating the height, width, spacing and width of strips for the lettering. Height of letter shall not be less than four (4) feet. Color to be black, unless otherwise requested by the Owner.

5.0 COLORS

- 5.1 Alternate coats shall be varied substantially in color in order to provide a contrast.
- 5.2 The finish color of tank exterior and tank signs shall be selected by the Owner based on Coating Manufacturer’s color chart.

6.0 EXECUTION

6.1 Submittals

The following submittal shall be made to and accepted by the Engineer prior to initiation of erection of the structure.

- 6.2 Coating manufacturer’s certificate for each coating proposed for use attesting that the coatings meet the specifications in this section and are proper for the proposed application.
- 6.3 Coating manufacturer’s specifications and data and application instructions for each coating proposed for use for the tank and logo.

- 6.4 Color chart for Engineer's selection of colors.
- 6.5 Certificate of compliance to each product performance requirement.

7.0 PRODUCT DELIVERY, STORAGE AND HANDLING

7.1 All materials shall be delivered to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

7.2 Each container shall bear labels with the following information:

Name or title of material;
Manufacturer's stock number;
Manufacturer's name;
Contents by volume, for major pigment and vehicle constituents;
Expiration date after which the material should not be used;
Thinning instructions and application instructions.

7.3 Store coating products in sealed and labeled containers. Properly store coatings to prevent degradation of the coating products. Do not use coating products which have been damaged during storage, which have not been applied prior to the applicable expiration date, or which do not otherwise comply with the specifications. Promptly remove damaged coating products from the job site.

7.4 Restrict storage to coating material and related equipment. Store materials in an area protected in accordance with NFPA Bulletin No. 101.

7.5 Product delivery, storage and handling shall meet the requirements of safety, health and fire regulations. Remove used rags from the job site and take all necessary steps to prevent spontaneous combustion.

8.0 PRODUCT APPLICATION

8.1 General

8.2 The Contractor shall apply coatings only in strict accordance with the more stringent of either the manufacturer's recommendations or the requirements set forth in these specifications. It shall be the responsibility of the Contractor to ascertain whether the job conditions are suitable for the application of coatings.

8.3 Do not apply coatings when the surrounding air temperature, measured in the shade, is below 50 deg. F. Do not apply coatings when the relative humidity exceeds 85%. Do not apply coatings in extreme heat. Do not apply coatings in dust-or smoke- laden air.

8.4 Take all precautions necessary to prevent damage of adjoining properties due to coating work. The Contractor shall be solely liable for such damage.

- 8.5 Conduct all operations in a clean and sanitary manner. No nuisance shall be committed in a tank; the workmen shall either use proper waste receptacle or leave the tank whenever necessity arises.
- 8.6 Adequate ventilation shall be provided for worker safety and to effectively remove solvents for proper drying time of interior coatings.
- 8.7 All surfaces to be coated shall be in the proper condition to receive the specified coatings as defined by the more stringent of either (i) the manufacturer's recommendations, or (ii) the requirements of this standard and AAWA D102, before any coating is applied. Do not Sandblast any more surface than can be primed within the same working day that the sandblasting is done. Round off all sharp edges and rough welds. Remove all burrs and weld spatter. Remove oil, grease and heavy deposits of surface contaminants by solvent or detergent cleaning. All surfaces shall be clean, dry and free of any dirt, dust, grease, oils, salts, and other deleterious substances before coating are applied.
- 8.8 Whatever metal is cleaned during a working day shall be coated with primer on the same working day.
- 8.9 Coat all interior and exterior weld seam surfaces by the brush method on field prime coat.
- 8.10 Coating shall be applied in such a manner to produce as uniform thickness of coat and as complete coverage as possible, free of lap marks.
- 8.11 Each coat shall have an air drying period of at least 24 hours.
- 8.12 The dry film thickness specified shall be obtained. Additional coats shall be applied at the Contractor's expense, if required to achieve the specified dry film thickness.
- 8.13 Only good, clean brushes and equipment shall be used. Clean all brushes, rollers, buckets and spray equipment at the end of each coating period.
- 8.14 Do not start filling the coated tank with water before the coatings have properly dried or cured. The minimum drying or curing time allowed shall not be less than seven (7) days at 75 deg. F.

9.0 EXTERIOR COATING SYSTEM

- 9.1 Shop Coating
- 9.2 Sandblast surfaces in accordance with Steel Structures Painting Council Specification SSPC-CP-6 Commercial Blast. Commercial Blast is defined in a general manner as the removal of at least two-thirds of all visible rust, mill scale, paint and other foreign matter from each square inch of surface by compressed air nozzle blasting
- 9.3 Apply one (1) coat of Tnemec Series 65-1211 to a dry film thickness between 2.5 – 3.0 mils.
- 9.4 Field Coating

- 9.5 Following erection, spot clean all rusted, abraded, burnt or otherwise damaged areas of the coating system in accordance with SSPC-SP 6 (Commercial Blast Cleaning). Feather all edges of existing primer or remove any loose or lifted primer. Clean all exterior metal surfaces.
- 9.6 Apply Tnemec Series 65-1211 on the blasted areas to a dry film thickness of 2.5 -3.0 mils.
- 9.7 Apply one (1) intermediate coat of Tnemec Series 66-Epoxoline to a dry film thickness of 2.0 -3.0 mils.
- 9.8 Apply one (1) finish coat of Tnemec Series 70-71- Endura Shield to a dry film thickness of 1.5 -2.5 mils.
- 9.9 The total dry film thickness of the exterior coating system shall not be less than 6.0 mils.

10.0 INTERIOR COATING SYSTEMS

- 10.1 Shop Coating
- 10.2 Sandblast surfaces in accordance with Steel Structures Painting Council Specification SSPC-SP 10 Near White Metal Blast. Near White Metal Blast is defined in general terms as the removal of 95% of all visible rust, mill scale, paint and other foreign matter from each square inch of surface by compressed air nozzle blasting.
- 10.3 Apply one (1) coat of Tnemec Series 20-1211 Pota Pox Primer to a dry film thickness between 3.0 -5.0 mils.
- 10.4 Field Coating
- 10.5 Following erection, spot clean all rusted, abraded, burnt, welded or otherwise damaged areas in accordance with SSPC-SP 10 Near White Metal Blast. Feather all edges of existing primer to remove any loose or lifted primer. Clean all interior surfaces.
- 10.6 Apply Tnemec Series 20-1211 Pota Pox Primer on the blasted areas to a dry film thickness of 3.0- 5.0 mils.
- 10.7 Apply one (1) intermediated coat of Tnemec Series 20-1255 Pota Pox Beige to a dry film thickness of 3.0 – 5.0 mils.
- 10.8 Within the bowl and other surfaces contacting water, apply one (1) finish coat of Tnemec Series 20-AA90 Pota Pox White to a dry film thickness of 4.0 – 6.0 mils.
- 10.9 The total dry film thickness of the interior bowl coating system shall not be less than 10.0 mils. The total dry film thickness of the interior pedestal coating system shall not be less than 6.0 mils.

11.0 INSPECTION

- 11.1 The Engineer or an outside inspection service representing the Engineer will make inspections shown in this section and as indicated in AWWA Standard D102. Additional

inspections will be made if deemed desirable by the Engineer. It shall be the responsibility of the Contractor to request an inspection at each phase of product application indicated in these specifications and at any other phase when the Engineer has indicated an inspection will be made. These requests shall be made by Contractor by at least the end of the second day preceding the inspection day. Should the Engineer be summoned to inspect a completed phase of construction and find the work incomplete and, therefore, not ready for inspections, the Contractor shall bear the cost of inspection. It is not the intent to charge the Contractor for an inspection if discrepancies are found in the complete phase of construction as long as the discrepancies do not necessitate additional inspection trips. In the event any inspection is not requested as required, the Engineer retains the right to require the paint system to be removed, and then reapplied with proper inspection requests made.

- 11.2 Prior to the first day of any painting the Contractor shall establish with the Inspector a preliminary schedule of all surface preparation and coating applications.
- 11.3 The following inspections, in addition to those inspections otherwise indicated by the Engineer, will be made.
- 11.4 For any surfaces requiring recoating after welding or for other reasons have been sandblasted and before coatings are applied.
- 11.5 After each field-applied coating has been completed; at this time, the total required mil thickness, lack of "holiday", and aesthetic acceptability will be checked by the Engineer.
- 11.6 Contractor shall make first annual inspection of the paint system in accordance with Section 9 of AWWA standard D102, excepting that Contractor shall be required to provide interior lighting, ventilation, safety devices and holiday detector necessary for the inspection.
- 11.7 The Contractor shall furnish the following for purposes of inspection by the Engineer.
- 11.8 Pictorial surface preparation standards as provided by the Steel Structure Painting Council (SSPC-Vis 1) or the American Society for Testing and Materials (ASTM D2200).
- 11.9 Wet film thickness measurement gauge accurate to at least ± 0.5 mil of film thickness.
- 11.10 Dry film thickness measurement gauge accurate to at least ± 0.25 mil of actual dry film thickness.
- 11.11 Certified thickness calibration standards.
- 11.12 Steel temperature gauges accurate to technical standards.
- 11.13 Wet bulb and dry bulb temperature-measuring equipment and psychometric tables.
- 11.14 Low voltage wet sponge instrument.
- 11.15 "Tooke" gauge.

11.16 A one square foot steel panel for each sandblast finish sandblasted in accordance with the sandblasting specifications and coated with a non-yellowing shellac, to be used as the standard for preparation of steel surfaces for the duration of this project.

11.17 Additionally, the Contractor shall provide any necessary rigging and safety devices to facilitate the inspection of all tank areas. Proper coordination with the Engineer is intended to prevent extensive re-rigging by the Contractor. Therefore, it is the responsibility of the Contractor to keep the Engineer fully informed on the status of the painting operation.

11.18 Affidavit of Compliance

Contractor shall provide to Engineer prior to issuance of Certificate of Substantial Completion an affidavit of a form acceptable to Engineer certifying compliance with these specifications and AWWA standard D102.

12.0 RECHLORINATION AND BACTERIOLOGICAL RETESTING

12.1 General

12.2 Scope of Specification

This specification describes the requirements for the rechlorination and bacteriological retesting required if any potable water facility in direct contact with the eater is not placed into service within two (2) weeks after receipt of approvable tests.

12.3 Contractor Responsibility

Contractor shall be responsible for providing all equipment, labor, and materials for the work described in this specification.

12.4 Specifications to be met

All work shall comply with the provisions of these specifications for Chlorination of Water Mains.

12.5 Payment

The work provided under this specification shall be completed as part of the Contractor's Bid for the project.

13.0 Execution

13.1 Initial Chlorination and Bacteriological Testing

Contractor shall make every effort to complete chlorination and approvable bacteriological testing within two (2) weeks prior to placing the facilities to be tested in service.

13.2 Rechlorination and Retesting Required

In the event the facilities are not placed into service at least two (2) weeks after taking bacteriological tests, the facilities shall be rechlorinated and retested for bacteriological characteristics, in accordance with these specifications. In the event the connection of facilities by other contactors is necessary in order to place a portion or all of the facilities under this Contract in to service, then, with the express written authorization of the Engineer, rechlorination and retesting of those portions of the facilities awaiting connection by other contractors to be placed into service shall be waived after the initial receipt of approved bacteriological test results.

**DIVISION 15 MECHANICAL
SECTION 15-A MULTI-COLUMN ELEVATED
WATER STORAGE TANK**

1.0 GENERAL REQUIREMENTS

1.1 Scope

The Contractor shall be responsible for all labor, materials and equipment necessary for the design, fabrication, construction, painting, disinfection and testing of an elevated, welded carbon steel water storage tank supported by a series of supporting columns and cross bracing. This style of tank is commonly referred to as a "Multi-Column" tank. design and construction of the elevated tank shall conform to all requirements of AWWA D100 Standard for Welded Carbon Steel Tanks for Water Storage, except as modified by the requirements of these contract documents.

1.2 Qualification of Manufacturer

The design and construction of the "Multi-Column" elevated water storage tank shall only be undertaken by a Contractor with a minimum of five years experience with elevated tank construction. The Contractor must be able to demonstrate experience through the design and construction of at least five "Multi-Column" elevated water tanks. The Contractor shall not subcontract the design or erection of the steel tank and supporting tower.

1.3 Submittals

No bid will be considered unless this information is provided with the proposal:

- a) A list of five "Multi-Column" elevated tanks constructed within the last five years, including the name of the Owner, tank capacity and the Consulting Engineer.
- b) A preliminary drawing of the tank showing major dimensions and plate thickness upon which the bid is based, the high and low water levels and the dimensions of the supporting tower.
- c) A foundation design drawing showing preliminary dimensions and approximate quantities of concrete and reinforcing steel.

1.4 Standard Specifications

All work on the water storage tank shall fully conform to the requirements of the latest published editions of the following Standard Specifications:

- a) AWWA (American Water Works Association) D100 Standard for Welded Carbon Steel Tanks for Water Storage.
- b) AWWA D102 - Standard for Painting Steel Water Storage Tanks.
- c) AWWA C652 - Standard for Disinfection of Water Storage Facilities.
- d) AWS (American Welding Society) D1.1
- e) NSF (National Sanitation Foundation) 61 - Materials in contact with Potable Water.
- f) Steel Structures Painting Council Manual - Volume 1 - Good Painting Practice.
- g) Steel Structures Painting Council Manual - Volume 2 - Systems and Specifications.

- h) ACI 318 - Building Code Requirements for Reinforced Concrete
- i) ACI 301 –Specifications for Structural Concrete

1.5 Tank Details

The elevated tank shall be all-welded construction of the most economical design. All members of structural steel or of reinforced concrete shall be designed to safely withstand the maximum stresses to which they may be subjected during erection and operation.

- a) The minimum operating capacity of the storage tank will be 400,000 US gallons.
- b) The capacity of the tank, low water level to high water level, shall be contained within a maximum operating head range of 30 feet +/- 2.5 feet.
- c) The height of the tank, top of foundation to high water level, shall be 68.5 feet.
- d) Top of foundation elevation shall be 898'.
- e) The existing ground elevation is 897'.
- f) The finished ground elevation shall be 897'.

1.6 Permits, Easements, Electrical Lines and Utilities

Permits, licenses, airspace authority approval and easements required for the construction of the tank and associated work shall be provided by the Owner.

The site plan or specifications shall clearly indicate the approximate location of all overhead or underground electrical lines and other utilities and piping. The Owner is responsible for relocating or de-energizing any electrical or utility lines that may interfere with the safe construction of the foundation or structure(s). In general, no overhead lines, or supports, shall pass or be located within 50 feet of any part of the structure or the footprint of the tank. A minimum vertical clearance of 15 feet shall be provided along any access routes.

1.7 Working Drawings

After contract award and prior to construction, the Contractor shall provide engineering drawings and design calculations for the elevated steel tank and the foundation. Drawings shall show the size and location of all structural components and the foundations along with reinforcement details, the required strength and grade of all materials, and the size and arrangement of principle piping and equipment. The drawings and calculations shall bear the certification of a professional Engineer licensed in the State of Indiana. The design coefficients and resultant loads for snow, wind and seismic forces, and the methods of analysis shall be documented.

2.0 DESIGN

2.1 General

The structural design of the elevated storage tank shall conform to the following design standards (latest edition) except as modified or clarified as follows:

- a) Foundations – AWWA D100 and ACI 318 – Building Code Requirements for reinforced concrete.

- b) Steel Tank – AWWA D100
- c) Steel Tank Painting – AWWA D102

2.2 Environmental Loads – AWWA D100 and ASCE 7

- a) Wind Load – Wind pressure shall be determined in accordance with AWWA D100, Section 3.1.4. Basic wind speed used in the Wind Pressure formula shall be determined using the mapped site location and Figure 1 of AWWA D100. For tanks located in coastal regions, the Owner's Engineer shall consider the use of an increased basic wind speed as appropriate
- b) Seismic Load – Seismic loads shall be determined in accordance with AWWA D100, Section 13.
- c) Snow Load – Snow load shall be determined in accordance with AWWA D100, Section 3.1.3.1.

2.3 Foundation

A geotechnical investigation has been carried out at the site and a copy of the report is included with the Contract Documents. Recommendations for the foundation and allowable bearing capacities are defined in this report. The Owner shall retain the services of the geotechnical consultant to verify the adequacy of the bearing stratum after the Contractor has carried out the excavation and before any concrete or reinforcement is placed. The concrete foundation shall be designed by the Contractor based upon the recommendations in the Geotechnical report. The report must provide the allowable soil bearing pressure with appropriate factors of safety, the active and passive earth pressure coefficients, the angle of soils internal friction, its cohesion, unit weight and recommendations for bearing depth and backfill requirements.

2.4 Steel Tank

- a) General
The materials, design, fabrication, erection, welding, testing and inspection of the steel tank shall be in accordance with the applicable sections of AWWA D100 except as modified in this document.
- b) Minimum Plate Thickness
The minimum thickness for any part of the structure shall be 3/16 inch for parts not in contact with water and 1/4 inch for parts in contact with water. All portions of the tank including the roof shall be of watertight construction.

2.5 Cathodic Protection

An automatic cathodic protection system designed for tanks where icing may occur shall be provided. The system shall be a Polatrol Electro-Rust Proofing System as manufactured by the Wallace and Tiernan Division of Pennwalt Corporation, or equal. The system shall be provided with XL type anode assemblies and XL type reference electrode assemblies designed to stretch and self-release from tank ice. Anodes and electrodes shall be installed from the roof of the tank in a manner to provide optimum current distribution. The

installation of the system shall not require wall penetration below the tank overflow lever, or tank draining for the replacement of anodes and electrodes. The cathodic protection system shall have a full guarantee for parts and labor of no less than one (1) year after the date the tank is placed in service by the Owner. Annual maintenance agreements including annual testing of the system and replacement of anodes and electrodes shall be available from the manufacturer to the Owner after the warranty period expires.

2.6 Tank Electrical Service

- a) The Contractor is responsible for providing electrical service to the tank site. The incoming power shall be 120 volt, 100 amp, 60hZ, AC circuit. From the 100 amp breaker, 3 - #6 wire in 1" rigid steel conduit shall feed seven (7) 20 amp breakers. The 20 amp breakers shall be installed in a NEMA 4 cabinet. Three (3) - #12 wire shall feed each load.
- b) Lighting and duplex outlets shall be provided at the base at each platform lever, and at the top of the interior access tube. Minimum 100 watt lighting shall be provided at each location.
- c) An exterior, pole mounted, 150 watt flood light shall be provided, with photo cell control.

2.7 Aviation Lights

If required, an aviation obstruction lighting system meeting all requirements of the Federal Aviation Agency shall be provided on the top of the tank.

2.8 Electrical Ground

Contractor shall provide an electrical ground meeting all requirements of the national electrical code for use by the contractor or subcontractor installing power to the tank.

3.0 CONSTRUCTION

3.1 Concrete Foundation

The foundation shall be designed and constructed to safely and permanently support the structure. The basis of the foundation construction shall be consistent with the soils investigation data included herein at the end of these specifications. Appropriate changes to construction schedule and price will be negotiated if, during excavation, soil conditions are encountered which differ from those described in geotechnical report. The concrete foundation shall be constructed in accordance with ACI 301. Minimum concrete compressive strength shall be as specified in Division 3, "Cast-In-Place Concrete".

3.2 Steel Tank Construction

- a) General
The erection of the steel tank shall comply with the requirements of Section 10 of AWWA D100 except as modified by these documents.

- b) Welding
All shop and field welding shall conform to AWS and AWWA D100, Section 10. The contractor shall ensure welders or welding operators are qualified in accordance with ASME Section IX or ANSI/AWS B2.1.
- c) Fabrication
All fabrication and shop assembly shall conform to the requirements of AWWA D100, Section 9, Shop Fabrication.
- d) Erection
Plates subjected to stress by the weight or pressure of the contained liquid shall be assembled and welded in such a manner that the proper curvature of the plates in both directions is maintained. Plates shall be assembled and welded together by a procedure that will result in a minimum of distortion from weld shrinkage.
- e) Inspection and Testing
Inspection of shop and field welds shall be in accordance with AWWA D100, Section 11, Inspection and Testing. All inspection shall be performed prior to interior and exterior field painting. Radiographic inspection shall be performed by an independent testing agency with all costs included in the Contractor's bid and paid by the Contractor.
- f) Roof Lap Joints
All interior lap joints shall be sealed by means of caulking or continuous seal welding. This shall include penetrations of roof accessories.
- g) Painting and Disinfection
Surface preparation and coating of all steel surfaces shall be in accordance with Section 2-I "Coating System for Steel Water Storage Tanks".

3.3 Electrical Power

The Contractor shall be responsible for providing all electrical power required for Contractor's work. The Contractor shall also be required to provide permanent electrical power and grounding to the tank site for interior and exterior lighting, cathodic protection, altitude valve vaults and other identified sources. Clark County REMC is located next door to the site. Call Jay Hayden at (812) 246-3358.

3.4 Compressed Air

The Contractor shall be responsible for providing all compressed air required for Contractor's Work.

3.5 Detail Drawings, Design Calculation

In addition to those detail drawings specified in the referenced AWWA standards, the Contractor shall provide detail drawings of all welded joints referenced in the drawings. Six (6) copies of all detail drawings shall be submitted. Detail drawings shall be sealed by a design engineer registered to practice in the State of Indiana. Design calculations shall be provided with the detail drawings.

3.6 Welding Supervision

The Contractor shall employ the services of a welding supervisor independent of the tank erection foreman's jurisdiction.

3.7 Welder's Qualifications, Records of Welds

Certified records of tests employed by Contractor to complete qualifications of all welders shall be provided to the Engineer within seven (7) days after the initiation of employment of the welder by the Contractor. The identification mark utilized in the identification of each welder shall be included in the records of tests. If the Contractor maintains a record of welds completed by each welder, as opposed to stamping the welds, copies of these records shall be maintained at the site of the work and shall be available to the Engineer at any reasonable time. These requirements are in addition to the requirements in the inspection reports.

4.0 TESTS

4.1 The Contractor shall be responsible for completing and reporting all mill and shop, and field tests indicated in AWWA D100, and shall provide all equipment and labor necessary to complete such tests.

4.2 Radiographic tests shall be the test procedure of choice. Sectional segment testing and air carbon arc gouging shall only be utilized in situations where radiographic tests are not feasible and where the use of such an alternate test is found to be acceptable by the Engineer prior to its use.

4.3 Radiographic tests shall be required of mill and shop work on the same basis as is required for field work. The results of these tests shall be available at the site of the work and shall be incorporated in the required report.

4.4 The Contractor shall maintain a file at the site of the work of radiographic films or sectional segment test results, as applicable, and results of the analyses and any corrective actions taken, which shall be available to the Engineer at any reasonable time.

4.5 The Contractor shall provide to the Engineer at the end of the work a written report in accordance with AWWA D100, including certification that the work was tested in accordance with these specifications and AWWA D100.

5.0 ACCESSORIES

5.1 General

The following accessories shall be provided in accordance with these specifications. All items shall be in full conformity with the current applicable OSHA safety regulations and the operating requirements of the structure.

5.2 Ladders

Access ladders shall be provided at the following locations:

- a) The tower ladder shall extend up one column from near the base connecting with the balcony. The first rung shall be located approximately 8 feet above top of foundation.
- b) An outside tank ladder from the balcony to the roof hatch.
- c) An inside tank ladder from the roof hatch to the inside bottom of the tank.
- d) An inside riser ladder from the base of the riser to the bottom of the tank. [Note: Inside tank and riser ladders shall not be provided in northern climates where freezing is a concern, when specified by Owner's Engineer.] Ladder side rails shall be a minimum 3/8 inch by 2 inches with a 16 inch clear spacing. Rungs shall be not less than 3/4 inch, round or square, spaced at 12 inch centers. The surface of the rungs shall be knurled, dimpled or otherwise treated to minimize slipping. Ladders shall be secured to adjacent structures by brackets located at intervals not exceeding 10 feet. Brackets shall be of sufficient length to provide a minimum distance of 7 inches from the center of the rung to the nearest permanent object behind the ladder.

5.3 Fall Protection

Ladders shall be equipped with a fall arrest system meeting OSHA regulations. The system shall be supplied complete with safety harnesses, locking mechanisms, and accessories for two persons.

5.4 Balcony

The tank shall be equipped with a balcony not less than 24" wide with a handrail not less than 42" high. The floor shall be perforated for drainage.

5.5 Openings

- a) **Roof Hatches**
Provide two access hatches on the roof of the tank. One hatch shall be 30-inch diameter and allow access from the roof to the interior of the tank. The hatch will be hinged and equipped with a hasp for locking. The hatch cover shall have a 2-inch downward edge. The second hatch will be 24-inch diameter and flanged with a removable cover so constructed that an exhaust fan may be connected for ventilation during painting operations. The openings shall have a minimum 4-inch curb.
- b) **Tank Vent**
The tank vent should be centrally located on the tank roof above the maximum weir crest elevation. The tank vent shall have an intake and relief capacity sufficiently large that excessive pressure or vacuum will not develop during maximum flow rate. The vent shall be designed, constructed and screened so as to prevent the ingress of wind driven debris, insects, birds and animals. The vent shall be designed to operate when frosted over or otherwise clogged. The screens or relief material shall not be

damaged by the occurrence and shall return automatically to operating position after the pressure or vacuum is relieved.

c) Riser Manhole

A minimum 18 x 24 inch elliptical access manhole shall be provided approximately 3 feet above the base of the wet riser. The hatch shall open inward.

5.6 Riser

The diameter of the wet riser shall be not less than 4 feet.

5.7 Piping

a) Inlet/Outlet Piping

The vertical combined inlet/outlet pipe connection to the bottom of the riser shall be a 12-inch standard weight carbon steel pipe with appropriate transition to a ductile iron base elbow of the same diameter. The vertical pipe shall extend up into the riser one foot above the riser base.

b) Overflow

The overflow pipe shall be designed to carry the maximum design flow rate of _____ GPM. The 6-inch steel overflow pipe shall have a minimum wall thickness of 1/4". A suitable weir shall be provided inside the tank with the crest located at High Water Level. The overflow shall be routed from the weir to closely match the roof contour and extend down the ladder column and terminate approximately 1 to 2 feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 45 degree elbow to and be equipped with a stainless steel screen.

5.8 Identification Plate

A tank identification plate shall be mounted on the tank riser pipe above the access manhole. The identification plate shall be corrosion resistant and contain the following information.

- a) Tank Contractor
- b) Contractor's project or file number
- c) Tank capacity
- d) Height to High Water Level
- e) Date erected

6.0 Guarantee

6.1 The tank Contractor shall guarantee its work for a period of one year from the completion date defined in the contract documents to the extent that it will repair any defects caused by faulty design, workmanship or material furnished under the specifications. If Contractor is not advised of any defects within 30 days of end of guarantee period, guarantee shall be considered fulfilled and complete. Defects caused by damaging service conditions such as electrolytic, chemical, abrasive or other damaging service conditions are not covered by this guarantee.

6.2 All guarantees obtained by the tank Contractor from the manufacturer or installer of paint, equipment or accessories not manufactured by tank Contractor shall be obtained for the benefit of the Purchaser.

7.0 TANK STERILIZATION AND BACTERIOLOGICAL TESTING REQUIREMENTS

7.1 General

7.2 Scope of Specification

This specification shall define the general requirements to be met by the Contractor in providing cleaning and sterilization services prior to bacteriological testing and placing the tank into service.

7.3 Contractor's Responsibility

The Contractor shall furnish all materials, labor and equipment for the work described under this specification.

7.4 Standards to be Met

The cleaning, sterilization and bacteriological testing of the tank shall conform to American Water Works Association Standard C652-86 in addition to the requirements set forth herein. American Water Works Association Standard C652-86 is incorporated by reference and is made a part of these specifications.

7.5 Payment

The work provided under this specifications shall be completed as part of the Contractor's bid for the project.

7.6 Bacteriological Sampling

Representative bacteriological samples shall be drawn by the Owner after chlorination methods are completed. The samples shall be tested in accordance with Standard Methods for the Analysis of Water and Wastewater. The results of the tests shall be the property of the Owner. Copies, or duplicate results, if available, shall be provided to the Contractor.

7.7 Disposal of Cleaning and Heavily Chlorinated Water

The Contractor shall be responsible for disposal of any waters used for the cleaning and disinfection of the tank. The waters used for disinfection shall be dechlorinated to a maximum residual of 0.5 mg/l of chlorine prior to their disposal. The location and method of disposal shall be reviewed and found acceptable by the Engineer prior to initiation of the disposal work.

DIVISION 15 – MECHANICAL

SECTION 15-B – BOOSTER STATION

1.0 GENERAL

- 1.1 The CONTRACTOR will be responsible for the relocation of an existing water booster station from its existing location in New Albany, to the proposed booster station site as shown on the plans. The existing station is not currently in use however it is installed below grade.
- 1.2 The CONTRACTOR shall be responsible for the excavation of the existing booster station, transporting the booster station, and installing the booster station as shown.

2.0 BOOSTER STATION REMOVAL

- 2.1 The CONTRACTOR shall carefully excavate around the existing booster station and remove the booster station. Any pipes entering or exiting the booster station shall be capped off with a blind flange.
- 2.2 The CONTRACTOR shall fill the excavation site with suitable dirt material per section 2-C of the specifications. The fill shall be placed in compacted lifts, and mounded over the site to allow for settlement. The area shall be covered in seed and straw.
- 2.3 The CONTRACTOR shall be responsible for transporting the booster station to the proposed location. Any permits required for the transportation of the booster station shall be the responsibility of the CONTRACTOR at no additional cost to the OWNER.

3.0 BOOSTER STATION INSTALLATION

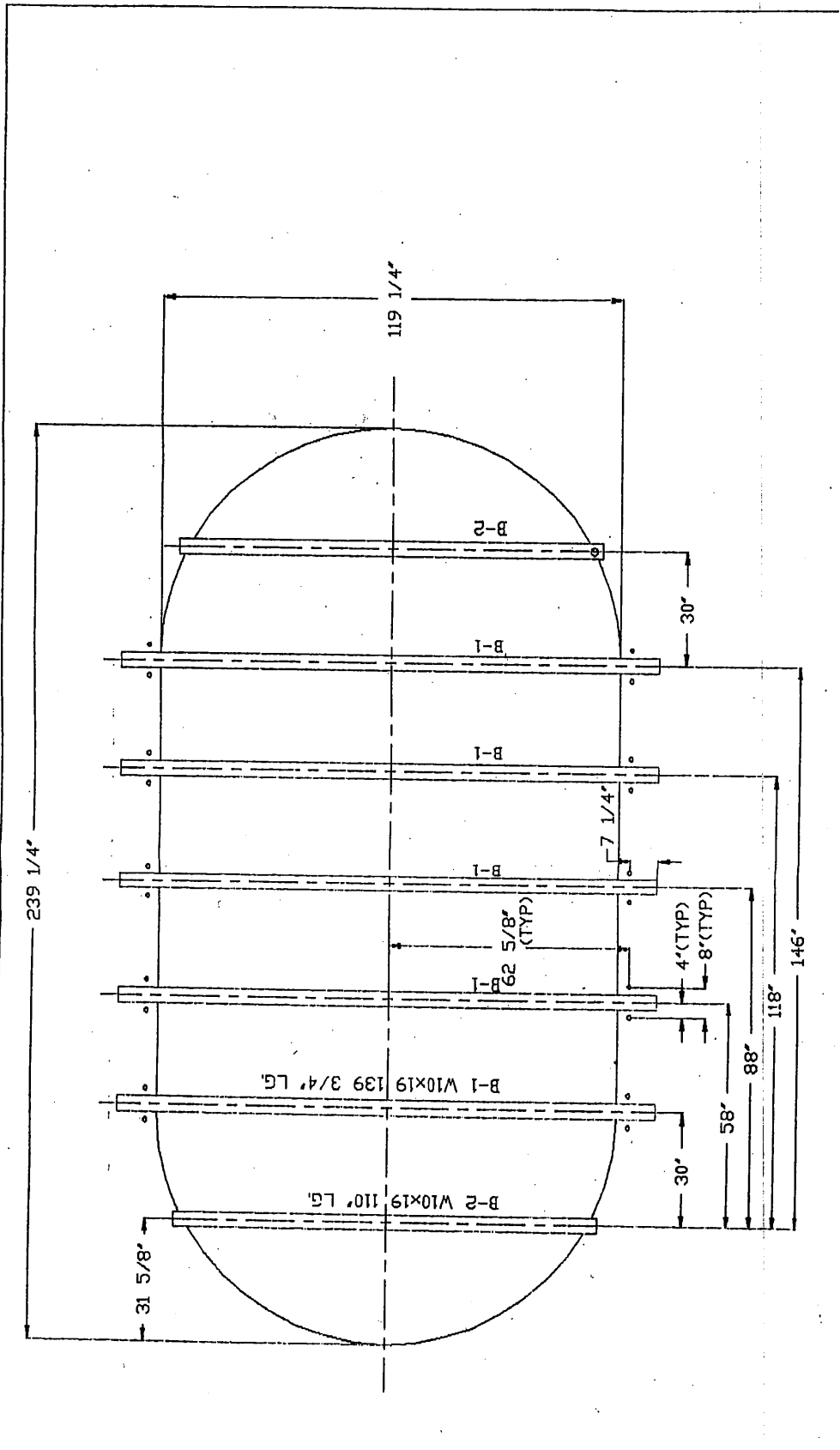
- 3.1 The CONTRACTOR shall excavate a hole large enough to safely install the booster station at the grades shown in the plans. A drawing showing the existing booster station with dimensions is located on the following page.
- 3.2 The booster station shall be installed on a twelve-inch (12") thick concrete slab, on six-inches (6") of leveled and compacted aggregate. The CONTRACTOR shall be responsible to install the angle and anchor bolts as shown on the attached detail.
- 3.3 The remaining excavation site shall be backfilled with compacted aggregate to the finished grade.
- 3.4 The CONTRACTOR shall install a 2-1/2" conduit for service and a 1" conduit for telemetry as stated on the attached detail. The conduit will run from the booster station to a power pole to be located near the booster station. The power pole will be located in the field prior to construction.

4.0 ELECTRICAL AND TELEMETRY

- 4.1 The CONTRACTOR shall provide a service pole, conduit, wiring, lighting as called for in the plans.
- 4.2 The CONTRACTOR shall coordinate the electrical service to the station with Duke Energy.
- 4.3 The utilities telemetry service, maintenance and support are provided by River City Controls (Tim Bailey, 502-396-0547). The CONTRACTOR shall provide a remote terminal unit (RTU) and install it inside the cabinet that is in the booster station, together with necessary antenna/radio communication. Coordinate unit type and manufacturer with the utility's provider.

5.0 PAYMENT

- 5.1 The cost of all materials, labor, fittings, and equipment required to complete all of the work necessary to remove and install a working booster station shall be included in the CONTRACTOR's bid.



DIVISION 15 MECHANICAL
SECTION 15-C ALTITUDE/FLOW CONTROL VALVE

1.0 GENERAL REQUIREMENTS

- 1.1 Under this section, the Contractor shall furnish all labor, equipment and materials to install a control valve in a vault at the Galena tank site, as shown on the plans.

2.0 PRODUCTS

2.1 Altitude/Flow Control Valve Operational Characteristics

The Two Way Flow Altitude Valve shall be a pilot operated diaphragm valve designed to open, allowing flow into a reservoir or elevated storage tank (tank fill), and close a drip tight when high water level is achieved. The valve shall also open allowing return flow (tank discharge), when upstream pressure falls below reservoir head pressure. It shall control water level by remotely sending static tank head pressure, and open when the level is below the adjustable setpoint and close drip tight when the level is above the adjustable setpoint.

- 2.2 The main valve shall be a hydraulically operates, single diaphragm actuates, globe or angle pattern valve. Y-pattern valves shall not be permitted. The valve shall contain a disc and diaphragm assembly that forms a sealed chamber below the valve cover, separating operating pressure from line pressure. The diaphragm shall be constructed of nylon reinforced Buna-N, and shall not seal directly against the valve seat and shall be fully supported by the valve body cover. Rolling diaphragm constructions will not be allowed and there shall be no pistons operating the main valve or any pilot controls.
- 2.3 The main valve body and cover shall be Ductile Iron ASTM A536, and all internal cast components shall be Ductile Iron or CF8M (316) Stainless Steel. All Ductile Iron components, including, the body and cover, shall be lined and coated with and NSF 61 Certified Epoxy Coating applied by the electrostatic heat fusion process. All main valve trim and throttling components (cover bearing, valve seat and disc guide) shall be Stainless Steel. The valve body and cover must be machined with a 360-degree locating lip to assure proper alignment.
- 2.4 The disc and diaphragm assembly shall contain a Buna-N synthetic rubber disc with a rectangular cross-section that is securely retained on 3-1/2 sides by a disc retainer and disc guide. Diaphragm assemblies utilizing bolts or cap screws for components will not be permitted.
- 2.5 The exposed portion of the seat disc shall contact the valve seat and seal drip-tight. The disc and diaphragm assembly must be guided by two separate bearings, one installed in the valve cover and one concentrically located within the valve seat, to avoid deflection and assure positive disc-to-seat contact. Center guided valves will not be permitted. All necessary repairs shall be made from the top of the valve while the body remains in line.

2.6 Pilot Control System

The pilot system shall contain an Altitude Pilot, 3-Way Accelerator Pilot, (2) Check Valves, separate Adjustable Opening and Closing Speed Controls, Visual Position indicator with air bleed petcock, 3-Way Ball Valve, external Y-Strainer and Isolation Ball Valves on the body connections. The pilot control system shall utilize tubing and brass fittings.

3.0 VALVE VAULT

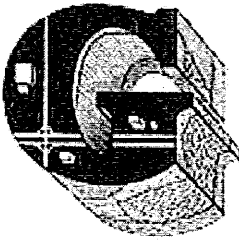
3.1 The valve Vault shall be precast concrete, sized to accommodate the spatial and operational requirements of the altitude valve.

3.2 The vault shall be equipped with a 36" x 36" aluminum hatch and aluminum access ladder.

3.3 The valve vault shall drain into a 2' x 2' x '2 stone sump that the Contractor shall install next to the vault box.

4.0 PAYMENT

4.1 Payment for all materials, equipment and labor required to comply with this section shall be included in the Contractor's bid.



GREENBAUM ASSOCIATES, INC.
GEOTECHNICAL & MATERIALS ENGINEERS

994 Longfield Avenue
Louisville, Kentucky 40215
502/361-8447
FAX 502/361-4793

January 25, 2012

Mr. Aaron R. Sutherland, P.E.
Jacobi, Toombs and Lanz, Inc.
120 Bell Avenue
Clarksville, Indiana 47129

Re: Geotechnical Investigation
400,000 Gallon Elev. Water Storage Tank and Booster Station
Greenville, Indiana
Project Number 10-156

Dear Mr. Sutherland:

Attached is the report of the geotechnical investigation that we carried out for the above referenced water storage tank and booster station in Greenville, Indiana, in accordance with our contract dated December 30, 2011.

The tank will probably be soil bearing, though an alternative for rock bearing foundations is provided. On the other hand, the booster station will bear on shale bedrock. More detail is provided in the body of the report.

If you have any questions in regard to this report, please call.

Sincerely,

GREENBAUM ASSOCIATES, INC.

Sandor R. Greenbaum, P.E.
Principal Engineer

GEOTECHNICAL INVESTIGATION

FOR

**400,000 GALLON ELEVATED WATER STORAGE TANK AND BOOSTER
STATION**

GREENVILLE, INDIANA

FOR

JACOBI, TOOMBS AND LANZ, INC.

120 BELL AVENUE

CLARKSVILLE, INDIANA 47129

BY

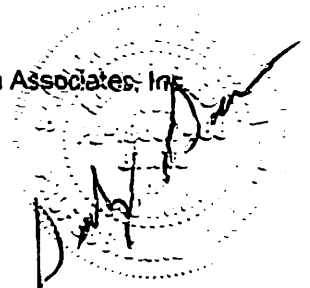
GREENBAUM ASSOCIATES, INC.

994 LONGFIELD AVENUE

LOUISVILLE, KENTUCKY 40215

JANUARY 25, 2012

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A circular stamp with a dotted border is located in the bottom right corner. Overlaid on the stamp is a handwritten signature in black ink. The signature appears to be 'D. M. ...' with a long horizontal stroke extending to the right.

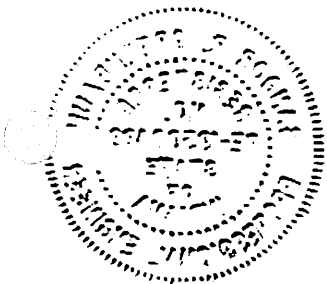


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APPENDIX

Important Information about your Geotechnical Engineering Report

Boring Location Plan (proposed booster station)

Boring Location Plan (proposed elevated water storage tank)

Soil Description Terminology/Rock Quality Determination (1 sheet)

Test Boring Reports (6 sheets)

Classification of Soils for Engineering Reports (1 sheet)

Grain Size Distribution (1 sheet)

Atterberg Limits' Results (1 sheet)

GREENBAUM ASSOCIATES, INC.
GEOTECHNICAL & MATERIALS ENGINEERS

1.0 Introduction

The Greenville Municipal Water Utility intends to upgrade its water distribution system. These upgrades include a new 400,000 gallon elevated water storage tank and a booster station. The new water tank will be 50 feet in diameter and 43 feet to the low water level, 73 feet to overflow level. The locations of the borings are shown on the attached boring location plans for both the elevated water storage tank and the booster station.

The proposed tank is to be located near an existing standpipe near the end of Clark Street in Greenville, Indiana and is gently sloping and grass covered. The booster station location is near Everett Avenue and is wooded.

Jacobi, Toombs and Lanz, Inc. is designing these water system improvements for the Greenville Municipal Water Utility. We were contracted by Mr. Jorge Lanz, PE, of Jacobi, Toombs and Lanz, Inc. to carry out a geotechnical investigation directed at determining foundation support characteristics of the materials upon which this elevated water storage tank and booster station will be supported. Work was coordinated through Mr. Aaron Sutherland, PE, of Jacobi, Toombs and Lanz, Inc.

2.0 General Geology

The soils in this area are residuum, which are soils formed through weathering of the local bedrock. The Indiana Geological Survey shows the bedrock in the area of the proposed water tank and booster station to consist of the Sanders Group.

The description provided by the Indiana Geological Survey for the Sanders Group is as follows:

Limestone of several types, principally fossil-hash calcarenites and calcirudites. Strength of unweathered rock is good. Part of rock is porous, has widely spaced joints; remainder is closely jointed. Solution enlargement of pores and joints is common, along with sinkholes, caves, and underground drainage. In places has thick cover of highly plastic soil (classification: CH) that is subject to large volume change with change in moisture content. Rock is suitable for riprap and coarse fill.

3.0 Investigation

Five borings were carried out, three around the perimeter of the proposed tank and one on either side of the proposed booster station, all by standard penetration procedures to refusal on bedrock. A CME-55 truck mounted drill rig equipped with an automatic hammer was used to carry out the borings through the use of 3-¼ inch inside diameter hollow stem augers. Borings were staked using a 100 foot tape from existing topography, so boring locations are only as accurate as this method allows.

The standard penetration procedure involves driving a standard 2-inch diameter split spoon in the formation at selected intervals using a 140-pound hammer falling through 30 inches. The blow counts for each 6 inches of drive, to a total of 18 inches, are recorded and the number of blows for the 12 inches after the first 6 inches is a standard measure of the condition of the soil. As the split spoon is removed from the ground, it retrieves a sample of the soil in a disturbed condition. Nevertheless, this sample is suitable for certain classification tests and is representative of the soils at the depth tested.

Soil samples were returned to the laboratory where a program of testing was carried out. This testing included a grain size analysis, an Atterberg Limits test and natural moisture determinations on all of the soil samples.

Grain size determination arrives at a curve of grain size against that fraction of the soil that is finer than that particular grain size. It also allows the determination of the clay fraction, silt fraction, sand fraction, etc. in any particular soil sample. Based on this division of grain sizes, the field soils classifications are refined and the boring logs adjusted. In the case of fine grained soils, the soils are largely silt and clay thus requiring that the soils be suspended in an aqueous medium and the rate at which the particles drop out is measured in order to arrive at the grain size distribution. Silt and clay grains are so fine that sieve analysis alone will not function in this range. The coarse fraction of this sample is separated from the fine and run through a nest of sieves in order to further detail the grain size distribution in the coarse range.

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The Atterberg Limits determination arrives at those moisture contents at which the soil turns from a solid state to a plastic condition (the Plastic Limit) and then from a plastic condition to a liquid condition (The Liquid Limit). The points in question are arrived at by standard procedures that accept specific cohesive and flow properties of the soil as standards for these limits. Knowing the moisture content of the soil in relation to these limits provides a broad measure of the soil strength and soil characteristics. The arithmetic difference between these two limits is called the Plasticity Index and all three together are used for classifying the soils in a number of standard systems.

Natural moisture determinations were run on all soil samples. This test arrives at the in-situ moisture content of the soil and is useful for correlating the strength of various samples of like texture and in conjunction with the Atterberg limits, gives a strong measure of the strength range the soils are likely to be found in.

4.0 Findings

4.1 Boring Results

4.1.1 Booster Station

The borings on either side of the booster station found weathered shale at 8 to 9 feet depth with unweathered gray shale at about 13 feet depth. Soils consist of a mantle of about 8 inches of topsoil over moist, soft to medium stiff, brown fat clay. This extends to 4 or 5 feet depth, below which moist, loose to dense, yellowish brown silt extends down to the weathered shale.

N-values, above 5 feet depth, as measured by the standard penetration test were in the range of 3 to 5, 4 to 6 when corrected for the energy of the automatic hammer. N-values in the weathered shale and shale were quite high, effectively split spoon refusal.

Although no groundwater was encountered in any of the borings upon completion of drilling, water may be perched on the bedrock surface seasonally.

4.1.2 Elevated Water Storage Tank

The borings around the perimeter of the proposed tank encountered auger refusal between 7.3 and 17.1 feet depth, a considerable variation. Bedrock is limestone. Soils consist of a mantle of 7 to 8 inches of topsoil over moist, medium stiff, reddish brown and yellowish brown fat clay. Silt was found in only one of the borings at five feet depth, but in most of the borings the fat clay extends all the way to bedrock.

N-values as measured by the standard penetration test were in the range of 7 to 8, 9 to 11 when corrected for the energy of the automatic hammer, above five feet depth. N-values generally increased below that with N-values ranging between 11 and 19 for the most part, 15 to 25 when corrected for the energy of the automatic hammer. In boring 4, where the silt was encountered, an N-value of 7 was encountered at 5 to 6.5 feet depth, though at this location bedrock was encountered at 7.3 feet, much more shallow than in the other borings. Competent bedrock in this boring was not present until 11.5 feet depth.

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We core drilled the bedrock where it was shallow and found about a foot of limestone underlain by about two feet of reddish brown fat clay. Limestone appears to be relatively solid below 11.5 feet depth. Over the five foot core run, the limestone/clay was found to have a core recovery of 52 percent, due primarily to the clay layer. The Rock Quality Designation was found to be 35 percent. The upper layer of limestone may have been a large slab of rock floating in the soil.

Although no groundwater was encountered in any of the borings upon completion of drilling, water may be perched on the bedrock surface seasonally.

4.2 Laboratory Results

One sample of soil was tested and classified. The sample (boring 4 from 5 feet to 6.5 feet depth) was found to be fat clay containing 3 percent sand, 29 percent silt and 68 percent clay. An Atterberg limits test on this sample indicated a liquid limit of 70, a plastic limit of 22 and a plasticity index of 48. This soil is classified as CH by the Unified system and as A-7-6 by the AASHTO system.

4.3 Seismicity

By the 2007 edition of the Indiana Building Code, this is a very dense soil and soft rock profile, site class C. The Spectral Response Acceleration Coefficients, for this area, as provided by U.S.G.S., FEMA Design Parameters are $S_S = 0.265$ and $S_1 = 0.124$.

5.0 Recommendations

5.1 Tank Foundations

The elevated water storage tank may be supported soil bearing spread footings designed based on an allowable net bearing capacity of 4,000 pounds per square foot. These foundations must bear at least five feet below finished grade to isolate the foundation bearing surfaces from moisture change, since the soils at that level are fat clay, which are subject to volume change with variation in moisture content. Shallow soils and some of the soils at the five foot level are loose, so it is likely that some undercut and refill will be necessary below foundation bearing surfaces to replace loose soils. If rock is encountered in any of the foundation bearing surfaces, that rock will have to be removed to a level 18 inches below the foundation bearing level and refill it with soil compacted to between 88 and 92 percent of the soils maximum dry density as measured by the Standard Proctor Test.

Alternatively, rock bearing foundations may be used. Rock bearing drilled shafts may be designed based on an allowable net bearing capacity of 30 tons per square foot. The drilled shafts should have a diameter of at least 30 inches to allow for down-hole access by personnel. A 2-inch diameter probe hole should be drilled to a depth of 5 feet below the rock bearing surface. The probe hole is usually drilled with a pneumatic percussion drill. The geotechnical engineer should check the probe hole using a hooked-end steel feeler rod to assess the rock continuity and to check for the presence of voids or clay seams in the limestone. If this check indicates a discontinuity in the rock, the foundations should be excavated to below that level and a new test hole should be drilled and tested.

Soil bearing foundations designed based on an allowable net bearing pressure of 4,000 pound per square foot will undergo up to an inch of settlement with differential settlement not expected to exceed three-quarters of an inch. Foundations bearing on drilled shafts bearing on the limestone bedrock are expected to undergo less than ½-inch total settlement and less than ¼-inch differential settlement.

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5.2 Booster Station

Weathered shale is relatively shallow at the location of the booster station, being present at 8 to 9 feet depth. Harder shale is present at about 13 feet depth. This booster station is to bear at 12 feet depth, in the harder unweathered shale.

Foundations for the booster station may be designed based on an allowable net bearing capacity of 8,000 pounds per square foot. Though this shale is relatively soft shale, it is probably not rippable. Excavation will probably require a trackhoe mounted hydraulic ram or the use of explosives. The use of explosives should be avoided, however, due to the proximity of structures.

Groundwater is likely to be perched on the bedrock surface seasonally, so the design will have to take this into account.

Foundations bearing on shale bedrock are expected to undergo less than ½-inch total settlement and less than ¼-inch differential settlement.

5.3 Site Preparation and Earthwork

The on-site fat clay soils are not suitable as structural fill within the upper two (2) feet of any potential foundation or upper 12 inches of any expected asphalt and/or concrete pavement area.

All fill should be placed in lifts not exceeding 8 inches in uncompacted thickness and must be compacted to at least 98 percent of the soils maximum dry density as determined by the Standard Proctor (ASTM D-698). Soil moisture content should be within 2 percent of optimum as determined from the Standard Proctor.

Soil from any off-site borrow sources should be tested and approved by this office prior to being used on the site. Satisfactory borrow materials are those falling in one of the following classifications: GC, SM, SC, ML, or CL. Soil types MH, CH and OH soils and peat are unsatisfactory borrow materials.

The site should be maintained in a well-drained condition both during and after construction. Site grading should provide for drainage of surface run-off from the building.

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The placement of compacted fill should be carried out by an experienced excavator with the proper materials. The excavator must be prepared to adapt his procedures, equipment and materials to the type of project, to weather conditions, and the structural requirements of the engineer. Methods and materials used in summer may not be applicable in winter; soil used in proposed fill may require wetting or drying for proper placement and compaction. Conditions may also vary during the course of a project or in different areas of this site. These needs should be addressed in the project drawings and specifications.

During freezing conditions, the fill must **not** be frozen when delivered to the site. It also must not be allowed to freeze during or after compaction. Since the ability to work the soil while keeping it from freezing depends in part on the soil type, the specifications should require the contractor to submit a sample of his proposed fill before construction starts, for laboratory testing. If the soil engineer determines that it is not suitable, it should be rejected. In general, silty sand, clayey sand, and cohesive/semi-cohesive soils should not be used as fill under freezing conditions. All frozen soil of any type should be rejected for use as compacted fill.

It is important that compacted fill be protected from freezing after it is placed. The excavator should be required to submit a plan for protecting the soil. The plan should include details on the type and amount of material (straw, blankets, extra loose fill, topsoil, etc.) proposed for use as frost protection. The need to protect the soil from freezing is ongoing throughout construction and applies both before **and** after concrete is placed, until backfilling for final frost protection is completed. Foundations placed on frozen soil can experience heaving and significant settlement, rotation, or other movement as the soil thaws. Such movement can also occur if the soil is allowed to freeze **after** the concrete is placed and then allowed to thaw. The higher the percentage of fines (clay and silt, P-200 material) in the fill, the more critical is the need for protection from freezing.

The contractor should be required to adjust the moisture content of the soil to within a narrow range near the optimum moisture content (as defined by the applicable Proctor or AASHTO Test). In general, fill should be placed within 2% of optimum moisture. The need for moisture control is more critical as the percentage of fines increases. Naturally occurring cohesive/semi-cohesive soil are often much wetter than the optimum. Placing and attempting to compact such soils to the specified density may be difficult. Even if compacted to the specified density, excessively wet soils may not be suitable as pavement subgrades due to pumping under applied load. This is especially true when wet cohesive/semi-cohesive soil is used as backfill in utility trenches and like situations. Excessively wet soil in thick fill sections may cause post-construction settlement beyond that estimated for fill placed at or near ($\pm 2\%$) the optimum moisture content.

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5.4 Earth Pressure

The walls of the booster station will be restrained from movement and, therefore, will be subject to "at rest", which is greater than active earth pressure. The design earth pressure (K_0) is 0.47 with a soil unit weight (γ_w) of 130 pounds per cubic foot, resulting in an equivalent fluid of 61 pounds per cubic foot. However, hydrostatic pressure will add 62.4 pounds per cubic foot fluid pressure, but reduce the soil pressure to an equivalent fluid pressure of 32 pounds per cubic foot, or a combined equivalent fluid pressure of 94.4 pounds per cubic foot.

Surcharge above the wall will add additional load. A uniform surcharge must be multiplied by the appropriate coefficient of earth pressure to determine the additional load applied to the wall. The internal angle of friction (Φ) of the soil underlying foundations is 28° resulting in a coefficient of friction of 0.53.

Any wall design must use appropriate factors of safety.

5.5 Temporary Earth Slopes or Cuts

Temporary earth cuts necessary to construct foundations or utility lines should be no deeper than 4 feet without benching or sloping. Cuts deeper than this should be sloped no steeper than one horizontal to one vertical or should have benches every 2 feet of height equating to this slope. If vertical faces deeper than 4 feet are used, bracing designed for short term loads may be used. Excavations should comply with OSHA regulations. If soft soils are encountered, Greenbaum Associates, Inc. should view the cut face prior to personnel entering the excavation.

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5.6 Limitations

We strongly recommend that bearing surfaces and compaction be monitored by Greenbaum Associates, Inc. Our technicians will be available to further assist you in providing these and other normally specified quality control services. The report is preliminary until such time as these examinations are completed to confirm conditions consistent with those discovered in the investigation.

The conclusions and recommendations offered in this report are based on the subsurface conditions encountered in the borings. No warranties can be made regarding the continuity of conditions between or beyond borings. If, during construction, soil conditions are encountered that differ from those indicated in this report, a representative of Greenbaum Associates, Inc. should inspect the site to determine if design modification is required.

This study was directed at a specific tank and booster station at these locations to be constructed within a reasonably short period after this study. Use for any other location, structures or substantial changes in construction period may invalidate the recommendations. The geotechnical engineer should be consulted relative to any substantial change in these.

This study is directed at mechanical properties of the soils and includes no sampling, testing or evaluation for environmental considerations.

Important Information about Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations.* *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.*

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

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TITLE: PROPOSED BOOSTER STATION
 LOCATION: GREENVILLE, INDIANA
 DRAWN BY: JACOB TOOMBS & LANZ, INC.
 SCALE: 1" = 200'
 DATE: 11-1966



**Greenbaum
 Associates, Inc.**

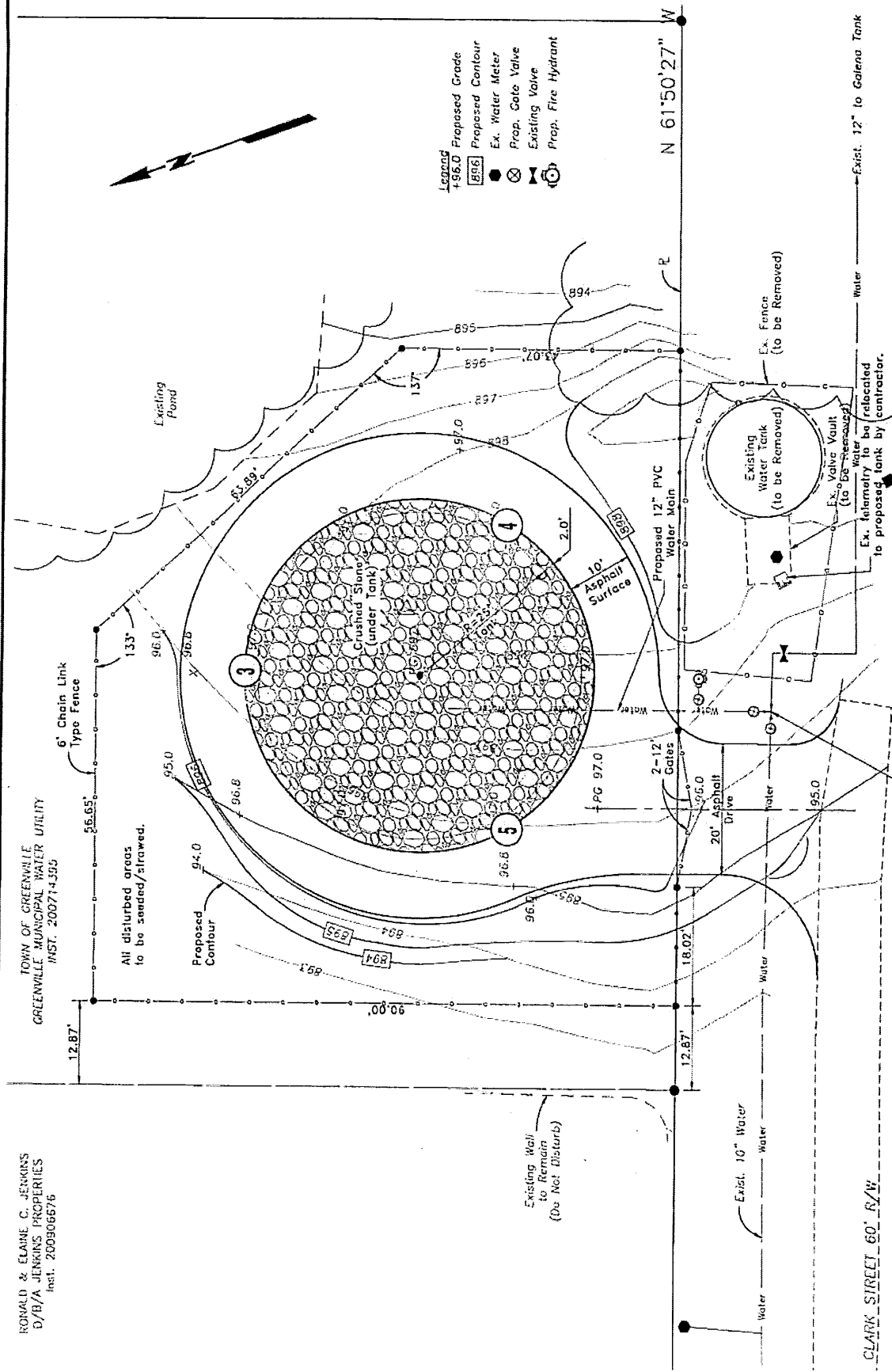
Jacobi, Toombs & Lanz, Inc.

Boring Location Plan
 Proposed Booster Station
 Greenville, Indiana

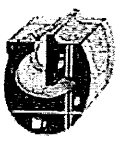
Greenbaum Project Number: 11-196

RONALD & CLARE C. JENKINS
D/B/A JENKINS PROPERTIES
Inst. 200906676

TOWN OF GREENVILLE
GREENVILLE MUNICIPAL WATER UTILITY
Inst. 200714355



- Legend**
- +96.0 Proposed Grade
 - 8516 Proposed Contour
 - Ex. Water Meter
 - ⊗ Prop. Gate Valve
 - ⊕ Existing Valve
 - ⊙ Prop. Fire Hydrant



**Greenbaum
Associates, Inc.**

Boring Location Plan
Proposed 400,000 Gal. Elevated Water Tank
Greenville, Indiana
Greenbaum Project Number: 11-196

Jacobi, Toombs & Lanz, Inc.

CLARK STREET 60' R/W

N 61°50'27" W

Existing Well
to Remain
(Do Not Disturb)

Exist. 10" Water

Water

20' Asphalt
Drive

Water

2-12
Gates

Water

Proposed 12" PVC
Water Main

Water

10'
Asphalt
Surface

Water

Ex. Fence
(to be Removed)

Existing
Water Tank
(to be Removed)

Ex. Valve Vault
(to be Relocated)

Water

Ex. 4x4x4x4
to proposed tank by contractor.

Water

Exist. 12" to Galena Tank



SOIL DESCRIPTION TERMINOLOGY

Soils are identified and classified in this report according to the Unified Soil Classification System with the following modifiers:

RELATIVE DENSITY OF GRANULAR SOILS

Description	Blows/Foot
Very loose	0 to 4
Loose	4 to 10
Medium Dense	10 to 30
Dense	30 to 50
Very Dense	50 to 80
Extremely Dense	80 +

CONSISTENCY OF COHESIVE SOILS

Description	N	q (tsf)
Very soft	2	0 to 0.25
Soft	2-4	0.25 to 0.50
Medium	4-8	0.50 to 1.0
Stiff	8-15	1.0 to 2.0
Very Stiff	15-30	2.0 to 4.0
Hard	> 30	4.0 to 8.0
Very Hard		8.0 +

PARTICLE SIZES

Components	Size or Sieve No.
Boulders	over 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse 3/4 to 3 inches
	Fine No. 4 to 3/4 inches
Sand	Coarse No. 10 to No. 4
	Medium No. 40 to No. 10
	Fine No. 200 to No. 40
Fines (silt and clay)	Below No. 200

SOIL MOISTURE

Descriptive Term	
Dry	- Dry of Standard Proctor Optimum
Damp	- Moist, sand only
Moist	- Near Standard Proctor Optimum
Wet	- Wet of Standard Proctor Optimum
Saturated	- Free water in sample

ROCK QUALITY DETERMINATION

The Rock Quality Determination (Deere et al., 1969) method of determining rock quality as reported here was obtained by summing up the total length of core recovered in each run, counting only those pieces of core which are four inches (10 cm) in length or longer and which are hard and sound. The sum is then represented as a percentage over the length of the run. If the core is broken by handling or by the drilling process, the fresh broken pieces are fitted together and counted as one piece provided that they form the requisite length of four inches (10 cm). RQD is reported as a percentage.

RELATIVE OF RQD AND ROCK QUALITY

RQD (%)	Description of Rock Quality
0 to 25	Very Poor
25 to 50	Poor
50 to 75	Fair
75 to 90	Good
90 to 100	Excellent

NOTE: Recovery as denoted as REC = , is the length of core recovered in a run divided by the length of the run, reported as a percentage.



Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.** **HOLE No. B-1**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN** Sheet 1 of 1
 Project No.: **11-196**

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**
 Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**
 Depth to water immediately: **Dry** Overburden: **13** Rock: **2.3** Total Depth: **15.3**
 Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST (blows/ft)											N VALUE
							10	20	30	40	50	60	70	80	90			
0					Topsoil (8 inches)	Ground												
0 - 5					Moist, Medium Stiff, Brown Lean Clay with Rock Fragments													5
5		SPT 17																
5 - 10					Moist, Dense, Yellowish Brown and Tan Mottled Silt													47
10		SPT 89																
10 - 15					Brown, Weathered Shale													50/4"
15		SPT 83			Gray Shale													
15		SPT 100			TERMINATED @ 15.3 FEET													50/3"

LOG WITH WELL AND SPT GRAPH. 11-196.GPJ 08-053.GPJ 1/19/12

SAMPLER TYPE SS - Split Spoon NX - Rock Core, 2-1/8" ST - Shelby Tube CU - Cuttings HQ - Rock Core, 2-1/2" CT - Continuous Tube		DRILLING METHOD HSA - Hollow Stem Auger RW - Rotary Wash CFA - Continuous Flight Augers RC - Rock Core DC - Driving Casing		Hole No. B-1
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Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.** **HOLE No. B-2**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN** Sheet 1 of 1
 Project No.: **11-196**

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**
 Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**
 Depth to water immediately: **Dry** Overburden: **13** Rock: **2.2** Total Depth: **15.2**
 Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST (blows/ft)											N VALUE		
							10	20	30	40	50	60	70	80	90					
0					Topsoil (8 inches)	Ground														
0					Moist, Soft, Brown Clay Silt	CL														
3			72																	3
5			89		Moist, Loose, Yellowish Brown Silt	ML														8
10			68		Brown and Gray Weathered Shale															
13					Gray Shale															
15.2			100		TERMINATED @ 15.2 FEET															50/ 3"
																				50/ 2"

LOG WITH WELL AND SPT GRAPH 11-196.GPJ 08-053.GPJ 1/18/12

SAMPLER TYPE SS - Split Spoon ST - Shelby Tube HQ - Rock Core, 2-1/2"	SAMPLER TYPE NX - Rock Core, 2-1/8" CU - Cuttings CT - Continuous Tube	DRILLING METHOD HSA - Hollow Stem Auger CFA - Continuous Flight Augers DC - Driving Casing	DRILLING METHOD RW - Rotary Wash RC - Rock Core	Hole No. B-2
---	--	--	--	-------------------------------



Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.** **HOLE No. B-3**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN** Sheet 1 of 1
 Project No.: **11-196**

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**

Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**

Depth to water immediately: **Dry** Overburden: **11.8** Rock: **0** Total Depth: **11.8**

Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST (blows/ft)											N VALUE		
							10	20	30	40	50	60	70	80	90					
					Topsoil (7 inches)	Ground														
					Moist, Medium Stiff, Reddish Brown, Yellowish Brown and Gray Lean Clay	CL														
			100																	8
5					Moist, Very Stiff, Yellowish Brown and Tan Mottled Lean Clay with Weathered Rock	CL														
			100																	11
10																				
			100																	50/2"
					AUGER REFUSAL @ 11.8 FEET															

LOG WITH WELL AND SPT GRAPH 11-196.GPJ 08-053.GPJ 1/19/12

SAMPLER TYPE SS - Split Spoon NX - Rock Core, 2-1/8" ST - Shelby Tube CU - Cuttings HQ - Rock Core, 2-1/2" CT - Continuous Tube		DRILLING METHOD HSA - Hollow Stem Auger RW - Rotary Wash CFA - Continuous Flight Augers RC - Rock Core DC - Driving Casing		Hole No. B-3
--	--	--	--	------------------------



Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.** **HOLE No. B-4**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN** Sheet 1 of 1
 Project No.: **11-196**

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**

Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**

Depth to water immediately: **Dry** Overburden: **7.3** Rock: **0** Total Depth: **7.3**

Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST ● (blows/ft)											N VALUE		
							10	20	30	40	50	60	70	80	90					
					Topsoil (7 inches)	Ground														
					Moist, Medium Stiff, Yellowish and Reddish Brown Mottled Lean Clay with Weathered Rock															
			100																	8
5					Moist, Loose, Brown Silt															
			100																	7
					AUGER REFUSAL @ 7.3 FEET															

LOG WITH WELL AND SPT GRAPH 11-196.GPJ 08-053.GPJ 1/19/12

SAMPLER TYPE SS - Split Spoon NX - Rock Core, 2-1/8" ST - Shelby Tube CU - Cuttings HQ - Rock Core, 2-1/2" CT - Continuous Tube		DRILLING METHOD HSA - Hollow Stem Auger RW - Rotary Wash CFA - Continuous Flight Augers RC - Rock Core DC - Driving Casing		Hole No. <div style="text-align: center; font-size: 1.2em;">B-4</div>
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Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN**
 Project No.: **11-196**

HOLE No. B-4A

Sheet 1 of 1

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**
 Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**
 Depth to water immediately: **Dry** Overburden: **8.4** Rock: **5** Total Depth: **13.4**
 Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST ● (blows/ft)											N VALUE	
							10	20	30	40	50	60	70	80	90				
					Topsoil (7 inches)	Ground													
					Moist, Reddish Brown Lean Clay														
5																			
					AUGER REFUSAL @8.4 FEET														
					Thick Bedded Limestone														
10					Moist, Reddish Brown Lean Clay														
		NX	52	35															
					Thick Bedded Porous Limestone														
					TERMINATED @ 13.4 FEET														

LOG WITH WELL AND SPT GRAPH 11-196 GPJ 08-053 GPJ 1/18/12

SAMPLER TYPE SS - Split Spoon ST - Shelby Tube HQ - Rock Core, 2-1/2"		NX - Rock Core, 2-1/8" CU - Cuttings CT - Continuous Tube		DRILLING METHOD HSA - Hollow Stem Auger CFA - Continuous Flight Augers DC - Driving Casing		RW - Rotary Wash RC - Rock Core		Hole No. B-4A
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Greenbaum Associates, Inc
Louisville, KY

Client: **Jacobi, Toombs & Lanz, Inc.** **HOLE No. B-5**
 Project: **400,000 Gal. Elev. Water Storage Tank and Booster Station Greenville, IN**
 Project No.: **11-196** Sheet 1 of 1

Boring Location: **See Boring Location Plan** Surface Elevation: **Ground** Station: **n/a**
 Drilling Equipment: **CME-55 equipped with Automatic Hammer** Drilling Method: **Hollow Stem Auger**
 Depth to water immediately: **Dry** Overburden: **17.1** Rock: **0** Total Depth: **17.1**
 Logged By: **M. Wells** Driller: **M. Wells** Date Logged: **1/4/12 - 1/4/12**

DEPTH (feet)	GRAPHIC LOG	SAMPLE NO.	RECOVERY %	RQD %	MATERIAL DESCRIPTION	ELEVATION (feet)	STANDARD PENETRATION TEST (blows/ft)											N VALUE			
							10	20	30	40	50	60	70	80	90						
0					Topsoil (8 inches)	Ground															
0 - 5			68		Moist, Medium Stiff, Reddish Brown and Tan Mottled, Lean Clay with Rock Fragments	CL															7
5 - 10			68		Same, Stiff, with Weathered Rock	CL															12
10 - 15			83		Moist, Very Stiff, Brown Lean Clay with Chert	CL															17
15 - 17.1			100		AUGER REFUSAL @ 17.1 FEET																19

LOG WITH WELL AND SPT GRAPH 11-196.GPJ 08-053.GPJ 1/18/12

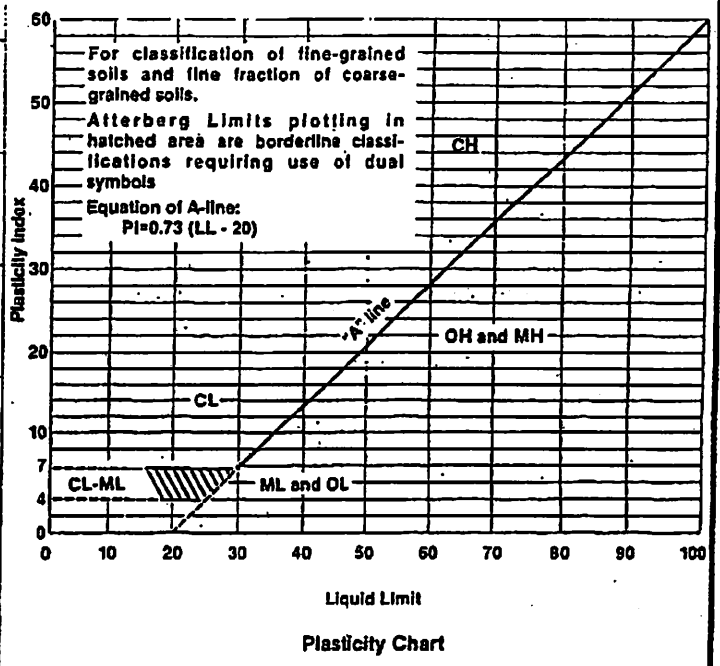
SAMPLER TYPE SS - Split Spoon NX - Rock Core, 2-1/8" ST - Shelby Tube CU - Cuttings HQ - Rock Core, 2-1/2" CT - Continuous Tube			DRILLING METHOD HSA - Hollow Stem Auger RW - Rotary Wash CFA - Continuous Flight Augers RC - Rock Core DC - Driving Casing			Hole No. B-5
--	--	--	--	--	--	------------------------

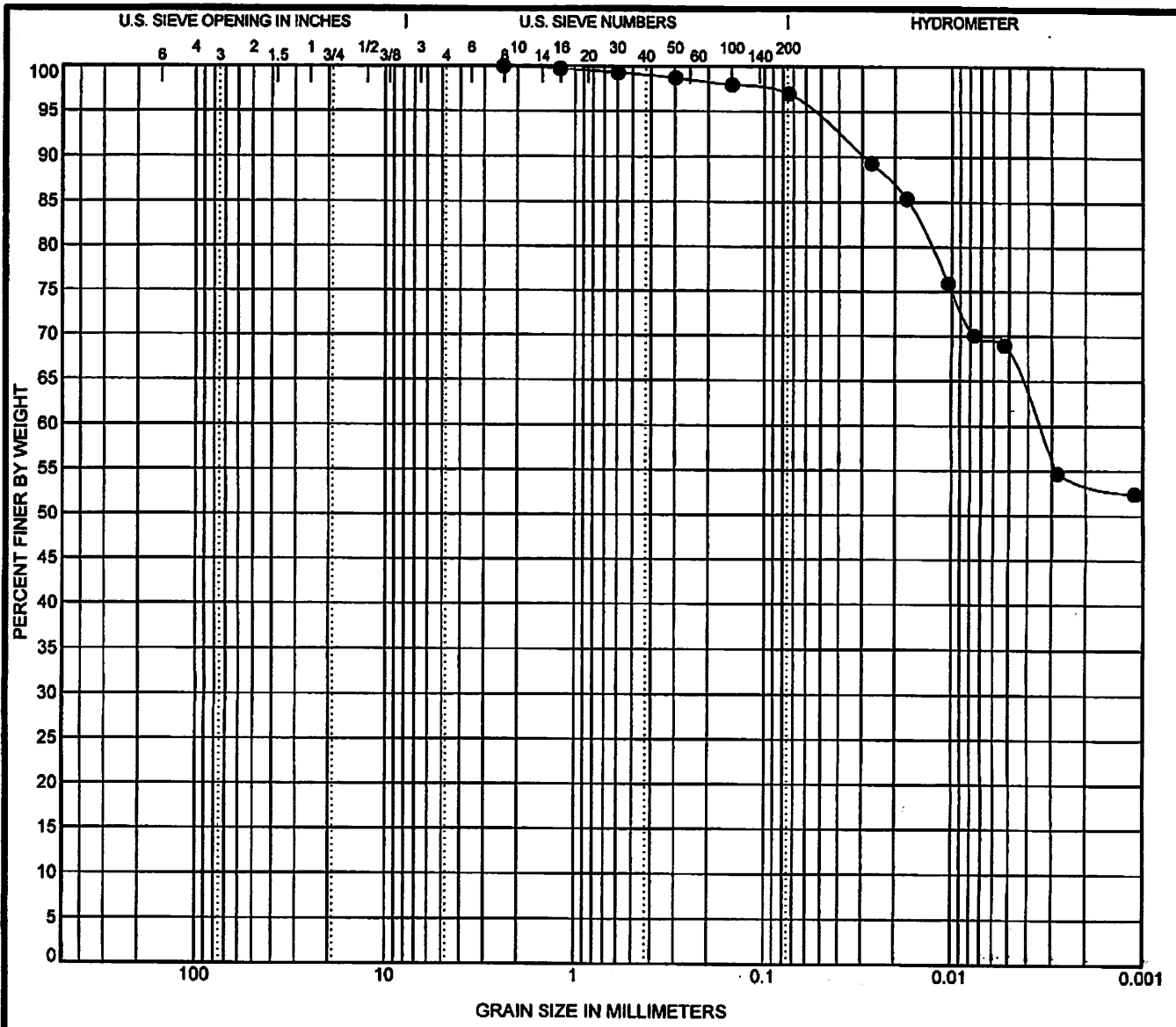
CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

(ASTM: D 2487 and 2488)

Major divisions		Group symbols	Typical names	Laboratory classification criteria		
Coarse-grained soils (More than half of material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}} \text{ greater than } 4; C_c = \frac{(D_{30})^2}{D_{10} D_{60}} \text{ between } 1 \text{ and } 3$ Not meeting all gradation requirements for GW	
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		
			Gravels with fines (Appreciable amount of fines)	GM		d
		u				
		GC	Clayey gravels, gravel-sand-clay mixtures			
		Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW		Well-graded sands, gravelly sands, little or no fines
	SP			Poorly graded sands, gravelly sands, little or no fines		
	Sands with fines (Appreciable amount of fines)			SM	d	Silty sands, sand-silt mixtures
			u			
	SC		Clayey sands, sand-clay mixtures			
	Fine-grained soils (More than half of material is smaller than No. 200 sieve)		Sills and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	<div style="text-align: center;"> <p style="font-size: small;"> For classification of fine-grained soils and fine fraction of coarse-grained soils. Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols. Equation of A-line: $PI = 0.73(LL - 20)$ </p> </div>
		CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays		
OL		Organic silts and organic silty clays of low plasticity				
Sills and clays (Liquid limit greater than 50)		MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts		
		CH		Inorganic clays of high plasticity, fat clays		
		OH		Organic clays of medium to high plasticity, organic silts		
PT		Peat and other highly organic soil				

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:
 Less than 5 per cent GW, GP, SW, SP
 More than 5 per cent GM, GC, SM, SC
 More than 12 per cent Borderline cases requiring dual symbols






COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-4 3.0	FAT CLAY(CH)	70	22	48		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B-4 3.0	2.38	0.004			0.0	3.0	29.3	67.7

US GRAIN SIZE 11-196.GPJ GREENBAUM.GDT 1/19/12



Greenbaum Associates, Inc
Louisville, KY

GRAIN SIZE DISTRIBUTION

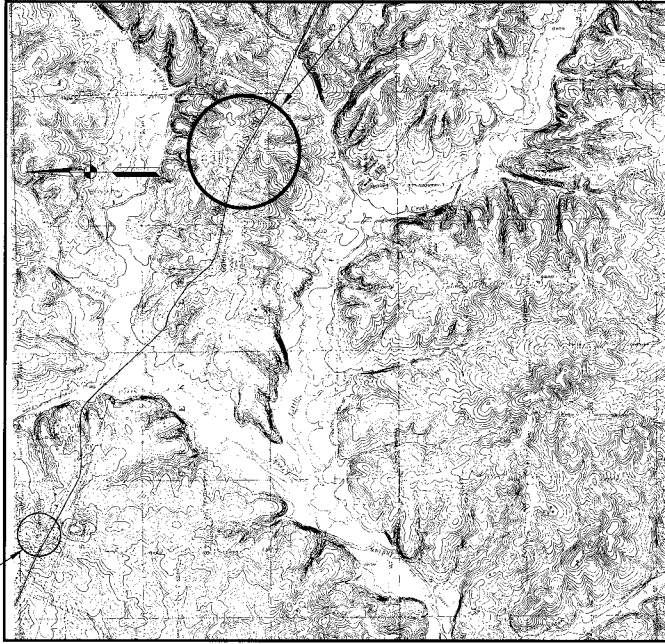
Project: 400,000 Gal. Elev. Water Storage Tank and Boost

Location: Greenville, IN

Number: 11-196

CONSTRUCTION PLANS FOR GREENVILLE MUNICIPAL WATER UTILITY WATER TANK, BOOSTER STATION & WATER MAIN EXTENSION GREENVILLE, INDIANA

TANK SITE WORK
PROJECT LOCATION



SHEET NO.	DESCRIPTION
1	Cover Sheet
2-6	Plan and Profile
7	Water Tank Site Plan
8-9	Detail Sheets
10	Gravel Storage Street

U.S. 150
to New Albany
BOOSTER STATION
AND WATER MAIN
PROJECT LOCATION

TOWN COUNCIL MEMBERS

Talbotte Richardson, President
Patti Hayes, Member
Bob Wright, Member
Darryl Kepley, Member
Greg Redden, Member

Jack Travillian, Treasurer
Chris Lane, Attorney

GREENVILLE WATER UTILITY

Gary Getrost, Superintendent



UTILITY NOTE

CAUTION: RE EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. REFER TO THE CONTRACT AND PROJECT TO UNDERSTAND THE LOCATION OF ALL UTILITIES. INDIANA STATE LAW IS-88-1991, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT COMMENTING WORK.

LOCATION MAP
NOT TO SCALE

Professional Engineer & Surveyor

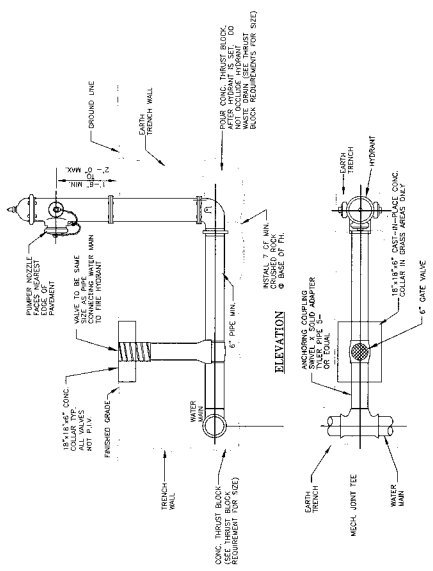
 ISSUED BY: J.L. TOOMBS
 EXPIRES: 12/31/2023
 DRAWN BY: J.L. TOOMBS
 DATE: 10/15/2021
 SHEET NO: 1
 SHEET 1 OF 10

GREENVILLE MUNICIPAL WATER UTILITY
 WATER TANK, BOOSTER STATION & WATER MAIN EXTENSION
 GREENVILLE, INDIANA
 COVER SHEET

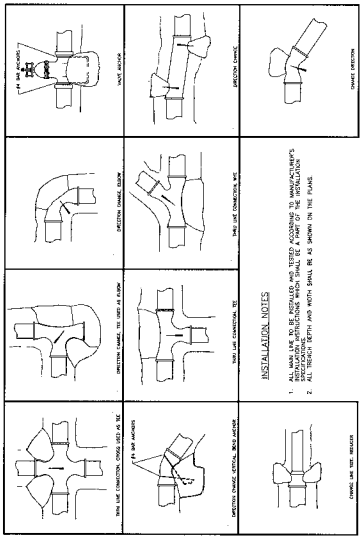
Greenville Municipal Water Utility
 P.O. Box 188
 9706 Clark Street
 Greenville, Indiana 47124
 (812) 923-9821

Jacob L. Toombs & Lanz, Inc.
 Consulting Engineers & Land Surveyors
 120 W. Ball Avenue - Columbus, Indiana 47324
 812-281-6666 - WWW.TJLINC.COM

Professional Engineer's Seal
J. L. ...
I.C. NUMBER: 0600-2-066
EXPIRES: 12/31/2016
DRAWN BY: J.A.M. 12/07/11
DRAWING NO: 9



TYPICAL FIRE HYDRANT INSTALLATION
NO SCALE

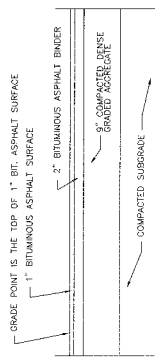


TYPICAL THRUST BLOCK DETAILS
NO SCALE

THRUST BLOCK REQUIREMENTS

PIPE SIZE & TYPE OF FITTING	REQD. AREA MIN. VOL. CONC. (CUBIC FEET)	MIN. CONC. STRENGTH (PSI)
4" - 90°	3.0	0.30
4" T OR PLUG	4.5	0.10
6" - 45°	1.0	0.10
6" - 22 1/2°	0.5	0.10
6" - 11 1/4°	0.5	0.10
8" T OR PLUG	3.5	0.30
8" - 45°	2.5	0.25
8" - 22 1/2°	1.5	0.10
8" - 11 1/4°	1.0	0.10
10" - 90°	8.0	0.30
10" T OR PLUG	4.9	0.30
10" - 45°	3.0	0.25
10" - 22 1/2°	2.0	0.20
10" - 11 1/4°	1.0	0.10
12" T OR PLUG	6.0	0.40
12" - 45°	4.5	0.30
12" - 22 1/2°	3.0	0.20
12" - 11 1/4°	2.0	0.10
16" T OR PLUG	8.25	0.40
16" - 45°	6.25	0.40
16" - 22 1/2°	4.0	0.30
16" - 11 1/4°	2.5	0.20

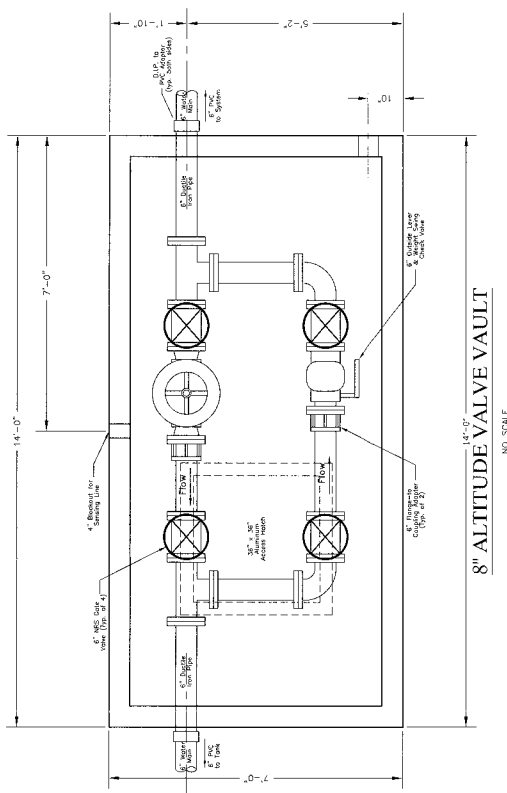
THRUST BLOCK REQUIREMENTS



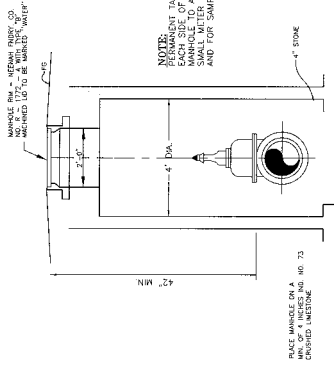
PAVEMENT DETAIL

- 1" ... COMPACTED ASPHALT CONCRETE SURFACE, CLASS 1, YARD 55-TM TACK COAT, 0.1 GALLON PER SQUARE
- 2" ... COMPACTED ASPHALT BINDER, CLASS 1 OR EQUIVALENT,
- 9" ... COMPACTED BASE GRADED AGGREGATE USING PLANT MIX CONSTRUCTION METHOD OR EQUIVALENT (2" - 2" COURSES).

EXISTING SOIL WITH TOPSOIL REMOVED. SUITABLE MECHANICAL EQUIPMENT USED WITH INDIANA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS SHALL APPLY, UNLESS NOTED OTHERWISE.
DENSE GRADED AGGREGATE BASE NOTE
ALL DENSE GRADED AGGREGATE BASE SHALL BE PLANT MIXED AND CONSTRUCTED IN THE NUMBER OF COURSES NECESSARY TO OBTAIN THE REQUIRED DENSITY. THE NUMBER OF COURSES SHALL BE DETERMINED BY FIELD TESTING. THE BASE SHALL BE WETTED AND ROLLED AS NECESSARY TO PREVENT RAVELLING UNTIL DESIRED COURSE IS ACHIEVED.



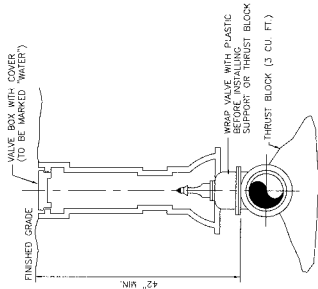
8" ALTITUDE VALVE VAULT
NO SCALE



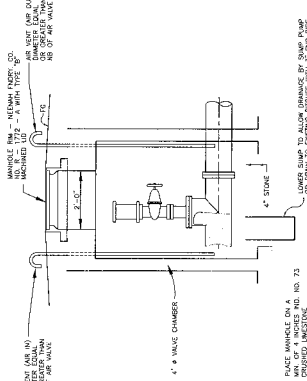
NOTE: 1. SPIES SHALL BE SET IN EACH SIDE OF THE VALVE WITHIN THE MANHOLE TO ALLOW INSERTION OF A SPIE TO CHECK FOR LEAKS AND FOR SAMPLING PURPOSES.

PLACE MANHOLE ON A FINISHED UNDERLAY

GATE VALVE IN MANHOLE INSTALLATION DETAIL
NO SCALE

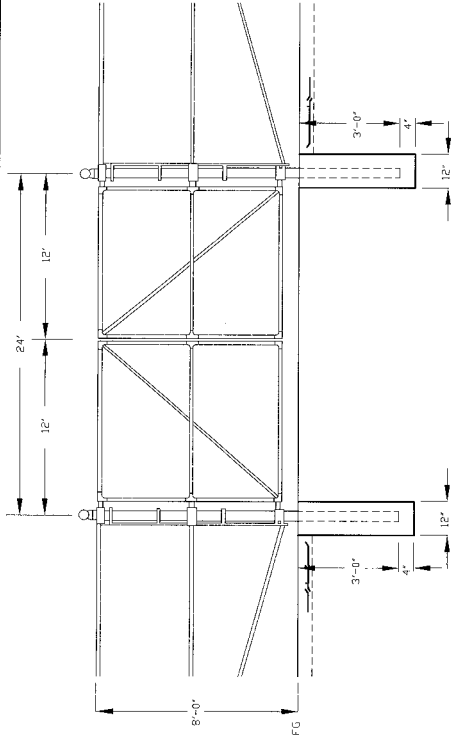


GATE VALVE INSTALLATION DETAIL
NO SCALE



NOTE: 1. SPIES SHALL BE SET IN EACH SIDE OF THE VALVE WITHIN THE MANHOLE TO ALLOW INSERTION OF A SPIE TO CHECK FOR LEAKS AND FOR SAMPLING PURPOSES.

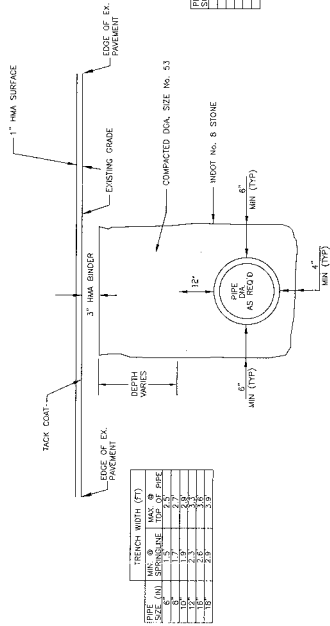
AIR RELEASE VALVE DETAIL
NO SCALE



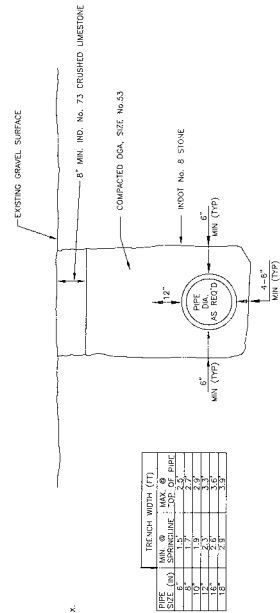
VEHICLE GATE DETAIL
NO SCALE

VEHICLE GATE NOTES:

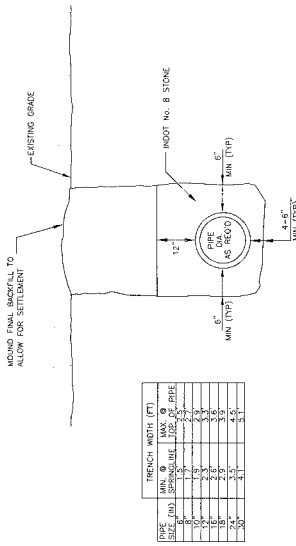
- All gates shall be constructed of two (2) inches O.D. structural grade steel pipe, with the same specifications. The construction may be welded joints or by special fittings which provide a rigid water-tight construction. The truss rods shall be 3/8" diameter gate absolutely rigid, prevent sagging, buckling and side wear.
- The gate frames shall be filled with fabric of the same specifications as that in the line of the gate. The fabric shall be stretched over stretcher bars and adjustable hook bolts which will keep the fabric taut and proper tension.
- Each gate shall be equipped with double clamping hinges, made of malleable iron and constructed that they will permit the gate to swing each parallel to the line of the fence.
- Each gate or pair of gates shall be provided with a locking type latch which may be locked with a padlock. All double gates shall be provided with a heavy malleable iron non-freezing gate stop to be anchored in a concrete footing.
- Each gate frame shall be provided with a keeper, which shall be set in concrete to automatically engage the gate frame when swung into an open position.
- A padlock shall be provided for each gate or set of gates with duplicate keys. All padlocks provided shall operate with same key.
- All components of the gates shall be black vinyl clad.



TYPICAL PIPE TRENCH SECTION IN ASPHALT PAVED AREAS
NO SCALE



TYPICAL PIPE TRENCH SECTION IN GRAVELLED AREAS
NO SCALE



TYPICAL PIPE TRENCH SECTION IN UNPAVED AREAS
NO SCALE

TRENCH WIDTH (FT)	PIPE SIZE (IN)	SPRINGLINE TOP OF PIPE	MIN (TYP)	MAX (TYP)
8	3	2.0	3.0	3.5
10	3	2.0	3.0	3.5
12	3	2.0	3.0	3.5
14	3	2.0	3.0	3.5
16	3	2.0	3.0	3.5
18	3	2.0	3.0	3.5
20	3	2.0	3.0	3.5

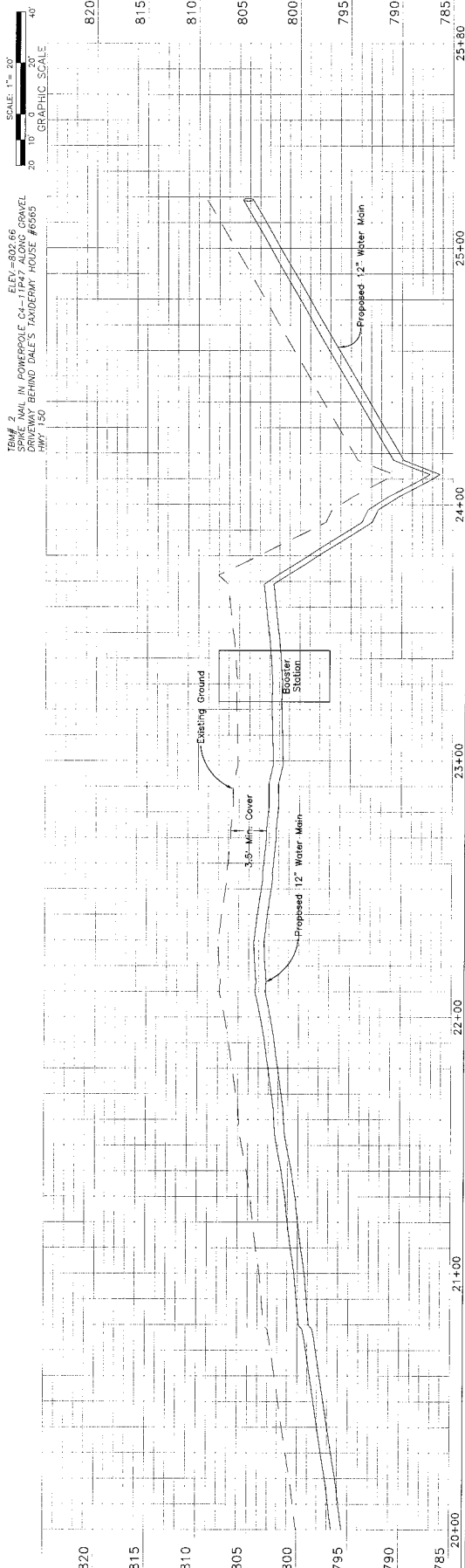
TRENCH WIDTH (FT)	PIPE SIZE (IN)	SPRINGLINE TOP OF PIPE	MIN (TYP)	MAX (TYP)
8	3	2.0	3.0	3.5
10	3	2.0	3.0	3.5
12	3	2.0	3.0	3.5
14	3	2.0	3.0	3.5
16	3	2.0	3.0	3.5
18	3	2.0	3.0	3.5
20	3	2.0	3.0	3.5

Professional Engineer's Seal
 State of Indiana
 License No. 12345
 Date: 3/12/12
 FILE NUMBER: 2012-001-242
 DRAWING NO. 5
 DESIGNED BY: A.R.S. 12/16/12
 CHECKED BY: J.A.B. 12/16/12
 DRAWING BY: J.A.B. 12/16/12
 DRAWING NO.



SCALES:
 1" = 20' HOR
 1" = 5' VER

TEMP. 2" DIAL IN BOWENPOLE C4-5 CHANNEL
 DRIVEWAY BEHIND DALE'S TAXIDERMY HOUSE #6965
 HWY. 150

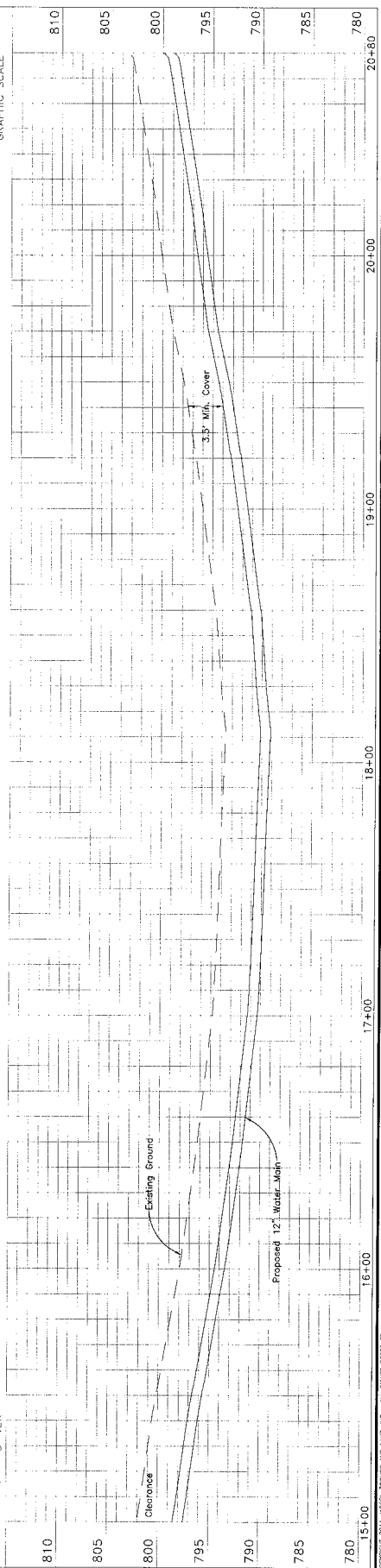


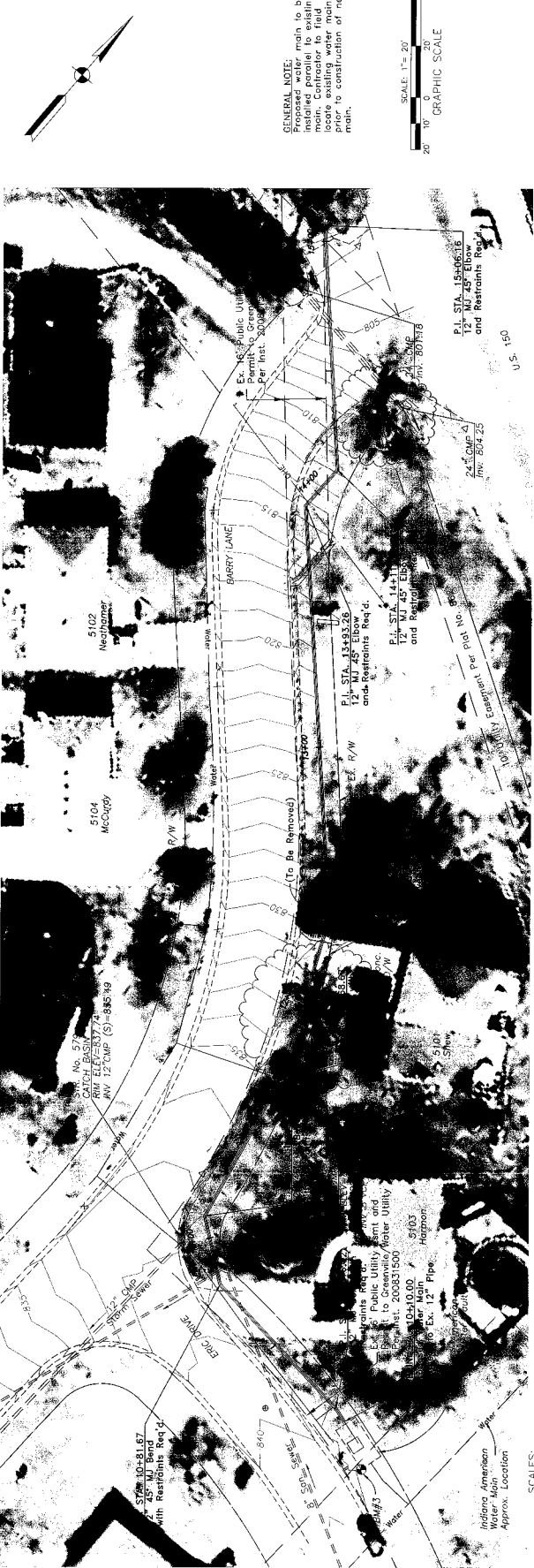
Professional Engineer's Seal
 State of Indiana
 License No. 12345
 Date: 12/15/2012
 Project No. 123456789
 Scale: AS SHOWN
 Date: 12/15/2012
 Drawn By: JAM
 Checked By: JAM
 Date: 12/15/2012
 Designer: JAM
 Date: 12/15/2012



SCALE: 1" = 20'
 GRAPHIC SCALE

SCALES:
 1" = 20' HOR
 1" = 5' VER



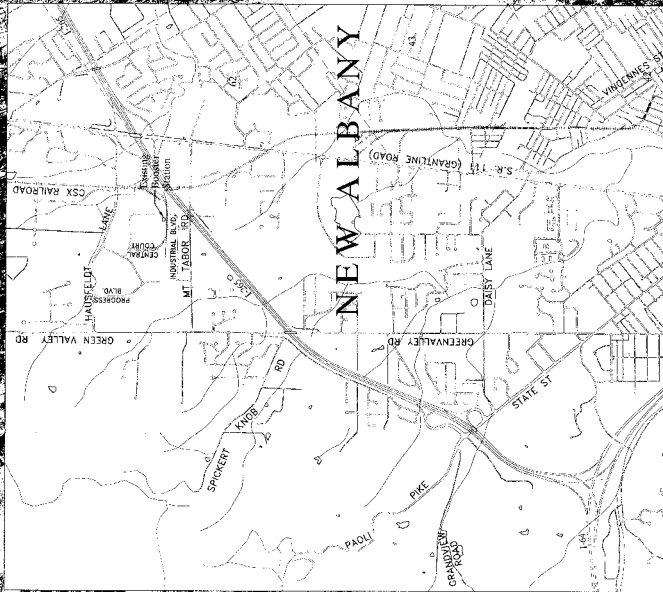


PROFESSIONAL ENGINEER'S SEAL
 STATE OF INDIANA
 PROFESSIONAL ENGINEER
 JACOB TOOMBS
 LICENSE NO. 10525
 EXPIRES 12/31/2012
 DATE ISSUED 07/27/07
 DRAWN BY: J.A.L. 12/07/11
 DRAWING NO.

OVERALL SITE PLAN
 GREENVILLE MUNICIPAL WATER UTILITY
 WATER TANK, BOOSTER STATION & WATER MAIN EXTENSION
 GREENVILLE, INDIANA

Greenville Municipal Water Utility
 9706 Clark Street
 Greenville, Indiana 47124
 (812) 923-9821

Jacob, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors
 120 W. 30th Avenue - Columbus, Indiana 47319
 812-332-6666 - WWW.JTLINC.COM



EX- BOOSTER STATION LOCATION MAP
 NOT TO SCALE

NO.	REVISION	DATE



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors

June 5, 2012

ADDENDUM NO. 1

400,000 Gallon Water Tank Booster Station, Water Main Extension, and
Tank Site Work
Job No. 11090

The following revisions are hereby incorporated:

Both Division A and B:

1. All PVC pipe shall be SDR21.
2. All fittings shall be Ductile Iron (not grey iron)
3. All pipes shall have a stone encasement consisting of a 4" bedding, 6" on each side of the pipe, and 12" on top of the pipe.
4. Where the pipe is installed in an asphalt paved area, the pipe shall be encased in flowable fill. A detail has been included in this addendum.
5. All valves and hydrants shall be a Waterous brand, or approved equal.
6. The liquidated damages for delay in completion for both Division 'A' and 'B' shall be \$1,000.00 per day
7. The attached **Indiana State Revolving Fund Loan Program DBE Packet** shall be incorporated into the contract for bidding and construction of both Division 'A' and 'B.' In addition to the DBE packet, a current copy of all SRF required forms has been included with this addendum.

Division A:

1. Due to the potential for unsuitable weather during the winter months, work may be suspended on Division 'A' **ONLY** until weather permits the completion of work. During this stop work period, work days will not be counted toward the contract. A stop work order will be given in writing to the CONTRACTOR by the OWNER when weather becomes unsuitable. Once the weather becomes suitable, a start work order will be issued in writing to the CONTRACTOR by the OWNER. The CONTRACTOR will have ten days to resume construction. Work days will start being counted once construction has resumed, or after ten days, whichever is sooner. No additional compensation will be provided for this stop/start work order.
2. The Pennwalt Corporation or Corrrpro are acceptable for the Cathodic Protection System for the tank.

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3. The overflow water elevation/high water elevation for the tank is 966.5 feet. The top of the foundation shall be 898.0 feet, with a final ground elevation of 897.0.
4. The proposed fence around the proposed tank site shall be a 6' high chain link fence, with 3-strand barbed wire on top. The black vinyl will not be required in the gate.
5. The cost for relocating the existing telemetry to the new tank shall be included in the lump sum cost for Division 'A'.
6. A drawing showing the approximate site dimensions at the tank site has been included in this addendum. All work must be confined to this site. Please note a pond is located on a portion of the site. No work will be allowed within limits of the pond.
7. The road resurfacing of Clark Street shall be done once all work has been completed at the tank site, including the demolition of the existing water tank.
8. The water main feeding the existing water tank shall be cut on the existing tank side of the 90 degree bend and capped after the new tank is put in operation. The valve vault shall be removed completely, and backfilled per the specifications. The cost for the valve vault removal, and cutting and capping the water main shall be included in the lump sum price for Division 'A'.
9. A recent test of paint samples of both the wet interior and the exterior sidewall on the existing tank show levels of Lead, Chrome, and Cadmium. The levels for the wet interior were: Lead 0.0096% (96 ppm), Chrome 0.64% (6,400 ppm), Cadmium 0.00075% (7.5 ppm). The levels for the exterior sidewall were: Lead 0.0042% (42 ppm), Chrome 0.57% (5,700 ppm), Cadmium 0.00075% (7.5 ppm). A summary of the test results has been included with this Addendum. It shall be the Contractor's responsibility to verify levels of hazardous materials and dispose of them per Federal, State, and OSHA regulations.
10. It shall be the Contractor's responsibility to determine if aviation lights are required. An aviation obstruction lighting system shall meet all the requirements of the Federal Aviation Administration. The Contractor shall be responsible for all notifications to the Federal Aviation Administration.
11. The tank paint system shall be Tnemec, Sherwin Williams, or approved equal. Copies of the specifications provided by both Tnemec and Sherwin Williams have been included with this addendum. Both are acceptable.
12. The electrical service for the new tank shall be installed on a new pole located inside the proposed fence, north of the existing tank. The flood light shall also be mounted this pole, approximately 20' above the ground.
13. The two-way altitude valve shall be a 6", CLA-VAL 210-16, or equal, with an adjustment range of 70 ft. to 120 ft. Disregard the 8" size called out on the valve vault detail on plan sheet No. 9. Also attached is the revised specification section 15-C. A number of grammatical errors have been corrected.
14. The crushed stone under the tank shall be 8" thick compacted.

Division B:

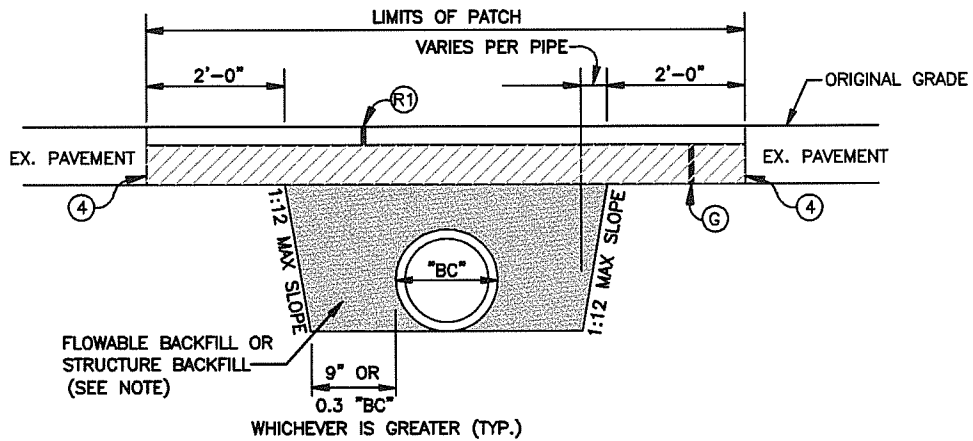
1. The reinforced concrete slab for the booster station shall be two feet thick.
2. The existing magnesium anode bags at the existing booster station will be replaced with four 17 pound magnesium anode bags, and shall be installed at the same locations around the booster station. The cost for the magnesium bags, wire, and backfill shall be included in the lump sum cost for relocation the booster station.
3. The portion of the water main between Barry Lane and the booster station is located in a gravel road. The trench shall be constructed as stated in section 2-b-3, section 5.4 of the specifications. Flowable fill will not be required.
4. Regarding the electric pole at the booster station, the contractor shall provide all new components equal to the existing. This includes, but is not limited to: the power pole, the 250 AMP 3-phase breaker (with enclosure), and a dusk to dawn light. The cost, including all wiring and installation, shall be included in the cost for relocation the booster station.
5. The existing booster station is located on a site approximately 65'x 85' (0.13 ac.). All dirt must be stockpiled on the site, and any disturbed areas must be returned to their previously undisturbed conditions. Best Management Practices, including silt fence, shall be used to prevent any sediment runoff from the stock pile.
6. An updated bid form for Division 'B' has been included in this addendum. The 12" Tee and Hydrant Assembly will only be used if deemed necessary by the Owner during construction.

The Contractor shall acknowledge receipt of this Addendum No. 1 in writing on all bids turned in.

Sincerely,
JACOBI, TOOMBS AND LANZ, INC.

Aaron Sutherland, P.E.

- ④ SAWCUT
- Ⓡ1 165 #/SYD HMA SURFACE COURSE
- ⓐ MATCH BOTTOM OF EXISTING PAVEMENT, 9" MINIMUM




WHICHEVER IS GREATER (TYP.)

**DETAIL FOR PLACING PIPE
UNDER EXISTING ROADWAY**

NO SCALE

NOTE - STRUCTURE BACKFILL SHALL BE IN ACCORDANCE WITH SECT. 904.05 OR IF COARSE AGGREGATE NO. 8, 9, 11, 53 OR 73 ARE USED AS STRUCTURE BACKFILL THEY SHALL BE IN ACCORDANCE WITH SECT. 904.03 (E) OF INDOT SPECIFICATIONS. FLOWABLE BACKFILL SHALL BE IN ACCORDANCE WITH SECT. 213 OF INDOT SPECIFICATIONS.

TYPICAL SECTION		
ROAD CUT DETAIL PAVEMENT REPLACEMENT FLOYD COUNTY, INDIANA		
DRAWN: ARS	SCALE: NONE	DATE: 8-19-2010
CHECKED: HU	APPROVED: JIL	JOB No. 0000
JACOBI, TOOMBS & LANZ, INC. CONSULTING ENGINEERS 120 BELL AVENUE CLARKSVILLE, INDIANA 47129 (812) 288-6646		 Figure 1

**INDIANA STATE REVOLVING FUND LOAN PROGRAM
DBE PACKET**

This packet lists required contract conditions that apply to all Clean Water and Drinking Water State Revolving Fund projects and contains forms that must be used in the procurement process. This packet must be physically included in all bidding and contract documents.

This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply with these regulations, laws and rules.

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Executive Orders 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act ("EPA's 8% statute"); Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements
5. Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <http://epls.arnet.gov/>.
6. Indiana Code 36-1-12-12, Requires the board to withhold final payment to contractor until the contractor has paid the subcontractors, material suppliers, laborers, or those furnishing services.

7. Indiana Code 36-1-12-13.1, requires performance and payments bonds equal to 100% of the contract price if the cost of the public work is estimated to be more than \$200,000.
8. Indiana Code 5-16-7-1, requires that contractors of a public work, and any subcontractor of the construction, shall pay for each class of work described in subsection (c)(1) on the project a scale of wages that may not be less than the common construction wage.

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWSRF and DWSRF project related contracts and subcontracts over \$10,000:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts to meet the MBE/WBE goals as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. More information on how to become a certified DBE, including the full list of currently certified DBEs, can be found by visiting the following website: <http://www.in.gov/indot/2392.htm>.

The fair share goal of contracts and subcontracts to be awarded to MBEs and WBEs and their participation in the Contractor's aggregate workforce in each trade on all construction work for the subject project are as follows:

MBEs	<u>7 %</u>
WBEs	<u>5 %</u>

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. The Good Faith Efforts Worksheet must be used to record the efforts made for DBE contracting.
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 maximum 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.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the loan recipient for all DWSRF and CWSRF 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 loan recipient.
2. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement subcontractor.
4. The prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.
5. Each procurement contract signed must include the following term and condition:

“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.”

List of Attachments

- Davis-Bacon Wage Scale (Not Included in Addendum, the Contractor shall use the most current wage scale at the time the project is bid.)
- Good Faith Efforts Worksheet
- Form OEE-1
- Form OEE-2
- Bidder's List Form
- *Attachment A: Form WH-347*
- *Attachment B: Required Provisions Related to Davis-Bacon Act and Related Acts*
- *Attachment C: Required Contract Provisions Related to Wage-Fringe Benefit Certification*
- *Attachment D: IFA Wage-Fringe Benefit Certification Form*
- *Attachment E: Required Contract Provision Related to Suspension and Debarment*
- *Attachment F: Required Bid Instruction Related to GPR Components*
- *Attachment G: Required GPR Bid Breakdown*
- *Attachment H: Required Final Bid Summary*

Attachment A: Form WH-347

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Attachment B: Required Provisions Related to Davis-Bacon Act and Related Acts

Attachment B

Required Contract Provisions Related to Davis-Bacon Act and Related Acts

Provisions substantially like the following shall be included in each procurement contract for the actual construction, attention and/or repair, including painting and decorating. The SRF Applicant shall remain responsible for compliance with applicable law (including Davis Bacon and related Acts). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Davis Bacon and related Acts) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

(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 (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 Section (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 (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.

(ii)(A) The [SRF Applicant], 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 **[SRF Applicant]** 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 **[SRF Applicant]** 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 **[SRF Applicant]** 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 (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 assets for the meeting of obligations under the plan or program.

(2) Withholding. The [SRF Applicant], 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 [SRF Applicant], that is, the entity that receives the sub-grant 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 [SRF Applicant] 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 **[SRF Applicant]** 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 **[SRF Applicant]**.

(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; and

(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 (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 (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 **[SRF Applicant]**.

(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 is 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 governing federal agency may by appropriate instructions require, 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.

(11) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen and guards shall require or permit any such laborer, mechanic, watchman or guard 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, mechanic, watchman or guard 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.

(12) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the above paragraph (11) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in the above paragraph (11) 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 the above paragraph (11) of this section.

(13) Withholding for unpaid wages and liquidated damages. The **[SRF Applicant]**, 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 the above paragraph (12) of this section.

(14) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (11) through (14) 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 (11) through (14) of this section.

(b) In addition to the clauses contained in paragraph (13), above, in 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 **[SRF Applicant]** shall insert a clause requiring that 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, mechanics, watchmen and guards 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. Further, the **[SRF Applicant]** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives

of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

[29 CFR 5.5]

Attachment C: Required Contract Provisions Related to Wage-Fringe Benefit Certification

Attachment C

Required Wage/Fringe Benefit Certification

A provision substantially like the following shall be included in each contract between SRF Applicant and a contractor for work related to the Project. A copy of the Wage/Fringe Benefit Certification referenced in the below provision is attached hereto. Additional copies may be obtained from the Indiana Finance Authority.

Davis-Bacon Wage/Fringe Benefit Certification

- (a) Every contractor and subcontractor furnishing work on the Project shall complete a Wage/Fringe Benefit Certification on the form approved by the Indiana Finance Authority and submit this certification to the Labor Standards Administrator prior to commencing work on the Project.
- (b) The Contractor shall require the substance of this provision to be included in all contracts with subcontractors.

Attachment D: IFA Wage-Fringe Benefit Certification Form

Attachment E: Required Contract Provision Related to Suspension and Debarment

Attachment E

Required Contract Provision Related to Suspension and Debarment

A provision substantially like the below shall be included in each procurement contract related to the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including Suspension, Debarment, and Other Responsibility Matters). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Suspension, Debarment, and Other Responsibility Matters) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility matters."

Attachment F: Required Bid Instruction Related to GPR Components

Attachment F

Required Bid Instruction Related to GPR Components

A provision substantially like the following shall be included with the instructions to Bidders if U.S. EPA Green Project Reserve (GPR) components are included in this Project. The SRF Applicant shall remain responsible for compliance with applicable law. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Program, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

U.S. EPA Green Project Reserve Program

Certain portions or components of this Project, which are described in the GPR Bid Breakdown form furnished with the Bid Documents, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program. Bidder shall complete the GPR Bid Breakdown form and submit the completed form with its Bid. This information is required by the U.S. EPA and the Indiana SRF Program and **Bidder's failure to fully and accurately complete the GPR Bid Breakdown form and submit it with its Bid may result in the Bid being rejected as non-responsive.**

Attachment G: Required GPR Bid Breakdown

Attachment G

**State Revolving Fund Loan Program
Green Project Reserve (GPR) and Sustainability Incentive
GPR BID BREAKDOWN**

Certain portions or components of this Project, which are described below, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program.

The Borrower's Consulting Engineer shall provide a detailed description, consistent with the SRF-approved GPR Checklist, for each GPR portion or component of the Project Contract below. Each Bidder shall provide the dollar amount that Bidder included in its total Bid for each portion or component, including all labor, materials, and equipment necessary to complete each portion or component of the Project Contract.

Non-distributed costs should be listed as its own line item below or incorporated into the price for each GPR Component/Portion.

- Non-distributed costs are defined as costs that are applied to the overall contract, but not to a specific line item/component (e.g. mobilization, demobilization, site work, bonds, insurance)

This information is required by the U.S. EPA and the Indiana SRF Loan Program and Bidder's failure to fully and accurately complete this form and submit it with its Bid may result in the Bid being rejected as non-responsive.

GPR Component Description [to be completed by Borrower's Consulting Engineer]	GPR Component Price [to be completed by Bidder]

Attachment H: Required Final Bid Summary

Attachment H

**State Revolving Fund Loan Program
Green Project Reserve (GPR) and Sustainability Incentive
GPR FINAL BID SUMMARY**

Certain portions or components of the Project(s) financed by the SRF Loan qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program.

In Section I, for each Project Contract, the Borrower's Consulting Engineer shall describe the GPR eligible portion or component in detail and provide the dollar amount that the Successful Bidder included in its Bid for each GPR eligible portion or component. The GPR component/portion should be consistent with the description provided in the SRF-approved GPR Checklist and the GPR Bid Breakdown (Attachment G).

In Section II, the Borrower's Engineer(s) shall provide the Planning and Design portion of the Engineering Services Agreement which governs the Project Contract(s) described in Section I. SRF reserves the right to request a copy of the Engineering Services Agreement(s).

This information is required by the U.S. EPA and the Indiana SRF Loan Program. Failure of the Borrower's Engineer to fully and accurately complete this form and promptly submit it to SRF may result in delayed SRF loan closing or stopped payments by SRF.

Project Contract Name: _____

Section I

The following descriptions of work relate to the construction portions or components of the Project that qualify for the GPR Program and/or Sustainability Incentive. Next to each description, state the amount of the total Bid that accounts for all labor, materials, and equipment necessary to complete each portion or component of the Project. **Non-distributed costs should be listed as its own line item below or incorporated into the price for each GPR Component/Portion.**

GPR Component/Portion Description	GPR Component/Portion Final Bid Amount

Good Faith Efforts Worksheet

**Public Works and Indiana Finance Authority
GOOD FAITH EFFORTS WORKSHEET**

BIDDER _____ BID/PROJECT NUMBER _____

CONTRACT GOALS 7% MBE 5% WBE

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.*

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy**.

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

* Copies of all communication to and from each vendor should also be attached to this Worksheet and submitted to SRF for review.

Form OEE-1

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

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

Signature

Date

Name and Title of Signer (Please type)

Firm Name

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

OEE-1 (11/79)

Form OEE-2

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of Applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

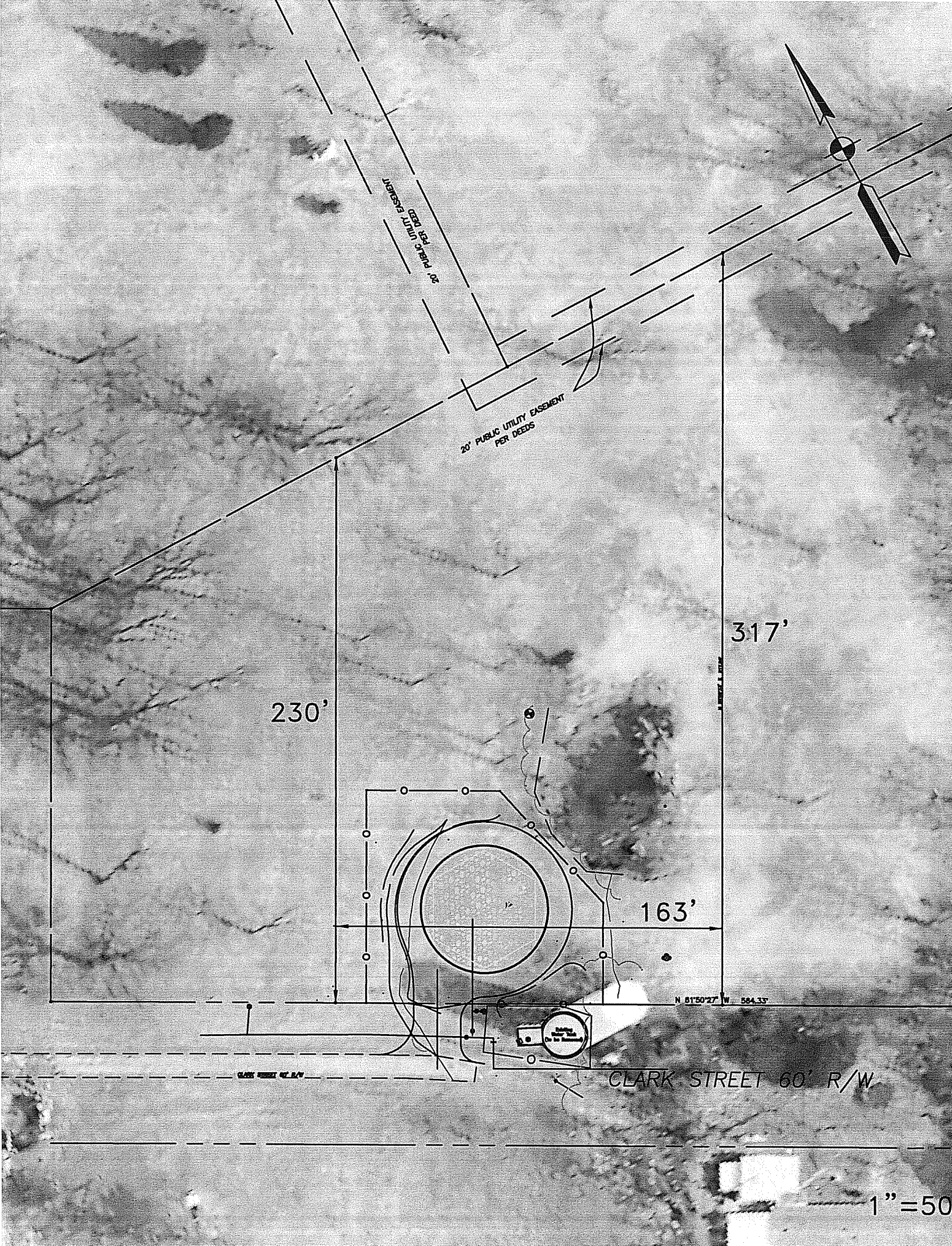
This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posed by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

Bidder's List Form



20' PUBLIC UTILITY EASEMENT PER DEEDS

20' PUBLIC UTILITY EASEMENT PER DEEDS

230'

317'

163'

N 81°50'27" W 584.33'

CLARK STREET 60' R/W

CLARK STREET 60' R/W

1" = 50'

SUMMARY OF TEST RESULTS

By William J Dixon, P.E., Esquire

DIXON collected two coating samples for analysis. One sample was taken from the wet interior, and one sample from the exterior.

<u>Test Locations</u>	<u>Lead</u>	<u>Chrome</u>	<u>Cadmium</u>
Wet Interior:	<u>0.0096%</u> (96 ppm)	<u>0.64 %</u> (6,400 ppm)	<u>0.00075 %</u> (7.5ppm)
Exterior Sidewall:	<u>0.0042%</u> (42 ppm)	<u>0.57%</u> (5,700 ppm)	<u>0.00075%</u> (7.5 ppm)

Eight metals have waste disposal problems. The ones most frequently encountered in the coating industry are lead, cadmium, and chromium. Samples taken were tested for total metals, which tells us what percent the metals are in reference to the coating only. When it is time for disposal, a TCLP test will be run on the waste that tests for the metals leachability. A correlation has not been made between the results of total lead tests and TCLP results. It is possible to have a low amount of lead, but highly soluble lead that could result in a hazardous waste because it is highly leachable. Conversely, a high amount of total lead, that is insoluble, could have minimal leaching and not result in a hazardous waste. The total metal testing completed is needed for use in the preparation of specifications, waste disposal, and OSHA considerations.

Lead:

For reference, housing paint is considered lead free if it is below 0.06% (600 ppm) by volume. Lead has a TCLP leachable limit of 5mg/l, anything greater than 5 mg/l is considered a hazardous waste. Therefore, the contractor must employ special storage, transportation, and disposal procedures. Based on your test results of 0.0069 percent (69 ppm) average, waste disposal should not require special considerations in the specifications.

Lead also has OSHA standards with 30 micrograms per cubic meter action level, and 50 micrograms per cubic meter permissible exposure limit. This is tested when the project begins to determine the amount of lead to which a worker is exposed. The total lead test completed by DIXON is used in preparing the engineering analysis to evaluate the alternative methods of surface preparation to minimize workers' exposure. There is no correlation between respirable lead and total lead yet because of the variables between the different methods of surface preparation, engineering, and administrative controls. Based on your test results, the action limit should not be triggered when work is completed on the exterior or interior.

Personal air monitoring is required regardless of the total lead test because under the OSHA standard there is the presumption that lead is present in sufficient quantities to expose workers. OSHA has actually set what the exposure can be by the type of surface preparation. Until it can

be proven otherwise by the exposure monitoring, work must progress under the presumption that the action level will be reached.

Chromium:

Chromium also has a waste disposal concern. If leachable chromium exceeds the 0.0005 percent, 5-ppm limit, then the waste also is considered a hazardous material. Based on test results of 0.64 percent (6,400 ppm), there may be a waste disposal concern that must be addressed in the specifications.

Cadmium:

Cadmium also was tested. Cadmium is tested because there is a waste disposal problem if cadmium is leached at greater than 0.0001 percent, 1 ppm. The main concern with cadmium is the OSHA standard. The action level for OSHA is only 2 micrograms per cubic meter; as compared to lead at 30 micrograms per cubic meter, and the permissible exposure limit is 5 micrograms per cubic meter, as compared to lead at 50 micrograms per cubic meter for lead. These limits are exceptionally low. The cadmium standard does not require the presumption of the presence of cadmium. Cadmium was not used as often in coating systems as was the lead. The test for cadmium, particularly at this low level of below detectable limits of 0.00075 percent (7.5 ppm), indicates there is no concern for cadmium.

Division 9 - Finishes

Section 9A - Tank Paint Systems

I.Tnemec Specifications

PART 1: GENERAL

1.01 SCOPE

- A. This specification covers repair, preparation of surfaces, performance and completion of painting of all surfaces specified on the following structures:

All Interior and Exterior Surfaces.

- B. The CONTRACTOR shall be responsible for all costs associated with painting operations as outlined in these specifications

1.02 WORK INCLUDED

- A. Preparation of surfaces which are to receive finishes
B. Finish surfaces
C. Testing and cleaning

1.03 RELATED WORK AND APPLICABLE REQUIREMENTS SPECIFIED ELSEWHERE

- A. BIDDING REQUIREMENTS, CONTRACT FORM AND CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS shall apply to all work included in this section.

1.04 DOCUMENTS AND STANDARDS

- A. Coating manufacturer's printed instructions.
- B. American Society of Testing Materials
1. ASTM B117 **Salt Spray (Fog)**
 2. ASTM D149 **Dielectric Strength**
 3. ASTM D4060 **Abrasion**
 4. ASTM D4541 **Adhesion**
 5. ASTM D4585 **Humidity**
 6. ASTM G53 **QUV Exposure**
 7. ASTM D 4141 **Exterior Exposure (EMMAQUA)**

 8. AAMA 2604-98 **5 Years South Florida Exposure**

- C. American National Standards Institute/National Sanitation Foundation
 - 1. ANSI/NSF Standard 61 **Listed Drinking Water System Components -Health Effects**
- D. American Water Works Association
 - 1. AWWA Standard C652-92 **Disinfection**
 - 2. AWWA Standard D100-84 **Welded Steel Tanks For Water Storage**
 - 3. AWWA Standard D102-06 **Painting Steel Water Storage Tanks**
- E. Code of Federal Regulations
 - 1. 29 CFR 1910 Occupational **Safety and Health Standards** (General Industry Standards)
 - 2. 29 CFR 1910.134 Respiratory **Protection**
 - 3. 29 CFR 1910.1020 Access to **Employee Exposure and Medical Records**
 - 4. 29 CFR 1926 Safety **and Health Regulations for Construction** (Construction Industry Standards)
 - 5. 40 CFR 50 National **Primary and Secondary Ambient Air Quality Standards**
 - 6. 40 CFR 268 **Land Disposal Restrictions**
 - 7. All other Applicable State and Federal Regulations
- F. National Institute for Occupational Health and Safety
- G. Occupational Safety and Health Administration
- H. Steel Structures Painting Council (SSPC)
 - 1. SSPC-SP 1 **Solvent Cleaning**
 - 2. SSPC-SP 2 **Hand Tool Cleaning**
 - 3. SSPC-SP 3 **Power Tool Cleaning**
 - 4. SSPC-SP 6 **Commercial Blast Cleaning**
 - 5. SSPC-SP 10-63 **Near White Blast Cleaning**

1.05 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Provide products from a company specializing in the manufacture of high performance coatings with a minimum of 10 years experience.

2. Applicator shall be trained in application techniques and procedures of coating materials and shall demonstrate a minimum of 5 years successful experience in such application.
 - a. Maintain, throughout duration of application, a crew of painters who are fully qualified to satisfy specified qualifications.
 3. Single Source Responsibility:
 - a. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
 - b. Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.
- B. Regulatory Requirements:
1. Conform to applicable codes and ordinances for flame, fuel, smoke, and volatile organic compound (VOC) ratings requirements for finishes at time of application.
- C. Pre-Installation Meeting:
1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
 2. Conference shall be attended by Contractor, Owner's representative, Engineer, coating applicators, and a representative of coating material manufacturer.
 3. Topics to be discussed at meeting shall include:
 - a. A review of Contract Documents and accepted shop drawings shall be made and deviations or differences shall be resolved.
 - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application. A surface mock-up of the surface preparation requirements for the project, both interior and exterior, shall be prepared by the Contractor. All parties shall agree to the degree of cleanliness and the mock-up shall be preserved for the duration of the project.
 - c. Establish which areas on-site will be available for use as storage areas and working area
 4. Pre-construction conference and inspection shall serve to clarify Contract Documents, application requirements and what work should be completed before coating application can begin.
 5. Prepare and submit, to parties in attendance, a written report of pre-installation conference. Report shall be submitted within 3 days following conference.

PART 2: MATERIALS

2.01 Quality of Coatings:

The paints and paint products of the *Themec Company, Inc.*, mentioned in the following specifications are set up as standards of quality. The usual "or equal" clause shall apply. No request for substitution will be considered which decreases the film thickness and/or the number of coats to be applied, reduces the performance attributes or which offers a change from the generic type of coating specified. Request for substitution shall contain the following:

- A. FULL NAME OF EACH PRODUCT
- B. DESCRIPTIVE LITERATURE
- C. DIRECTIONS FOR USE
- D. GENERIC TYPE
- E. NON VOLATILE CONTENT BY VOLUME
- F. PERFORMANCE DATA LISTED IN SECTION 8.

Bidders desiring to use paints other than those specified shall submit their proposal based on the specified materials. Submittals shall include test data as outlined in Section 8 of these specifications. Test results shall be logged in the table provided and shall be accompanied by certified laboratory test reports. In no case will the request be considered unless received, in writing with all required data included, ten days prior to the bid opening date.

2.02 Certifications: Protective coatings for interior wet application shall be listed by NSF International as approved for potable water contact in accordance with ANSI/NSF Std. 61, Section 5 Protective (Barrier) Materials.

2.03 Shipping, Storage and Handling:

All paints shall be properly prepared by the manufacturer and delivered to the site for field painting in the original unbroken containers with manufacturer's label plainly printed thereon. Type of material to be applied at each location shall be submitted to the Engineer with the manufacturer's written recommendation of the type paint for each item to be painted.

All coatings shall be stored in an enclosed structure to protect them from weather and excessive heat or cold. Flammable coatings must be stored to conform to City, County, State and Federal safety codes for flammable coatings or paint materials. At all times coatings shall be protected from freezing.

PART 3: APPLICATION

3.01 General:

- A. Prepare surface and touch-up welds, burned and abraded areas on primed steel with specified primer before applying field coats.
- B. The painter shall mix, thin and apply each coating at the rate and manner specified by the manufacturer's printed instructions. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint.

- C. All coatings shall be applied in strict accordance with the applicable manufacturer's current printed product data sheet(s) and container labels. Coatings shall not be applied above or below the minimum and/or maximum surface temperatures as stated on the product data sheet(s) and shall not be applied to wet or damp surfaces, in rain, snow, fog or mist. Surface temperature must be at least 5°F above the dew point.
- D. Painting shall be completed well in advance of the probable time of day when condensation will occur and/or the surface temperature is expected to drop below the minimum listed on the applicable product data sheet(s).
- E. Finish coats shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.
- F. The manufacturer's recommended curing time shall elapse before the next coat is applied. Adequate ventilation shall be provided for proper drying of paints on interior tank surfaces. A minimum of 7 days following the application of the final coat on the interior surfaces shall be allowed before the tank is flushed, disinfected or filled with water.
- G. Clean-Up: All cloths and waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site and/or destroyed in an approved and legal manner. Paint spots, oil, or stains upon adjacent surfaces and floors shall be completely removed, and the entire job left clean and acceptable to the Engineer.

3.02 Existing Utilities, Structures and Properties:

It shall be the responsibility of the contractor to locate and avoid damage to any and all existing water, gas, sewer, electric, telephone, and other utilities, structures, or appurtenances. The Contractor shall repair or pay for all damages caused by his operations or his personnel to existing utilities, structures, appurtenances, or properties, either below ground or above ground and shall settle in full all damage suites which may arise as a result of his operations.

3.03 Ventilation:

It is essential that the solvent vapors released during and after application of coatings be removed from the tank. During coating application the capacity of ventilating fans shall be at least 300 cfm per gallon of coating applied per hour. Continuous forced ventilation at a rate of at least one complete air change per 4 hours shall be provided for at least 7 days after coating application is completed. Air shall be exhausted from the lowest portions of the tank with the top openings kept open and clear. A minimum of seven days (manufacturers printed instructions shall be followed for cure times at various temperatures) following application of the final coat on the interior shall be allowed before the tank is sterilized or filled with water.

PART 4: PAINTERS LOG AND TESTNG EQUIPEMENT:

4.01 Daily Log:

The Contractor shall keep a daily log in which he shall record the following information:

- A. Air Temperature: Air temperature readings shall be taken at intervals throughout the days work. Readings shall be taken at the start of the mornings work, mid day and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- B. Surface Temperature: Surface temperatures shall be taken in areas where work is being performed. Surface temperature shall be that as specified by the coatings manufacturer.
- C. Material Temperature: Material temperature reading shall be taken prior to the application of the paint.
- D. Relative Humidity: Relative humidity readings shall be taken at intervals throughout the days work. Readings shall be taken at the start of the mornings work, mid day and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- E. Dew Point: Dew point readings shall be taken at intervals throughout the days work. Readings shall be taken at the start of the mornings work, mid day and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- F. Blast Profile: Following blasting operations, the Contractor shall take and record the depth of the blast profile. Blast profile measurements shall be taken using Testex X Course Replica Tape. Replica Tape shall be included in the daily log.
- G. Detail or Work Performed During the Day: Area where work was performed and the extent of the work performed shall be included in the daily log.

4.02 Testing Equipment:

In addition to the equipment required to take measurements which will be included in the daily log, The Contractor shall have on the project site the following testing equipment. Equipment shall be in calibration and proper working order.

- A. Dry Film Thickness Measurements Gauge: Dry film thickness reading shall be taken with a properly calibrated (per the manufacturer's instructions) Type 1 (magnetic) or Type 2 (electromagnetic) instrument. Dry film thickness reading will be taken and recorded in the in a frequency and manner as dictated by the Engineer.
- B. Low Voltage Holiday Detection Equipment: Interior surfaces, following a minimum of 72 hours cure, shall be holiday detected in accordance with ASTM G 62 low voltage holiday detection. Holiday detector shall be a Tinker & Razor Model M-1 or equal. Areas found to have holidays shall be marked and repaired in accordance with the paint manufacturer's instructions. The Engineer shall be notified of time of testing so that he might be present to witness testing.

PART 5: SURFACE PREPARATION & PAINTING:

- 5.01 Exterior Surface Preparation: Prior to surface preparation, all surfaces shall be cleaned of all oil and grease in accordance with SSPC-SP 1 Solvent Cleaning. All exterior surfaces shall be abrasive blasted to remove all dust, rust and scale, as well as all other foreign matter and shall result in a surface preparation equal to that of SSPC-SP 10 Near White Blast Cleaned Surface. Surface profile shall be angular and a minimum 2.0 mils.
- 5.02 Interior (Wet) Surface Preparation: Prior to surface preparation, all surfaces shall be cleaned of all oil and grease in accordance with SSPC-SP 1 Solvent Cleaning. All interior surfaces shall be abrasive blasted to remove all dust, rust and scale, as well as all other foreign matter and shall result in a surface preparation equal to that of SSPC-SP 10 Near White Blast Cleaned Surface. Surface profile shall be angular and a minimum 2.0 mils.
- 5.03 Coating System: Following surface preparation, all interior and exterior surfaces shall be coated as hereinafter specified. The primer shall be applied in accordance with the recommendations of the manufacturer and not more than eight hours after surface preparation.

A. INTERIOR (Wet) SURFACES – AWWA D102-06 Inside System # 5:

1. Prime: All interior surfaces shall receive one full prime coat of *Tnemec Series 91H20 Hydro-Zinc or 94H20 Hydro-Zinc* applied at a rate to achieve 2.5 – 3.5 mils DFT.
2. Seam Treatment: Following prime coat, all weld seams, ladders, sharp edges, and any other difficult to coat areas shall receive one coat of *Tnemec Series N140-1255 Pota-Pox Plus* applied, **by brush**, at a rate to achieve 2.0 – 4.0 mils DFT.
3. Intermediate: All interior surfaces shall receive an intermediate coat of *Tnemec Series N140-1255 Pota-Pox Plus* applied at a rate to achieve 4.0- 6.0 mils DFT.
4. Finish: After proper cure of the intermediate coat, all interior surfaces shall receive one full finish coat of *Tnemec Series N140-15BL Pota-Pox Plus* applied at a rate to achieve 4.0 – 6.0 mils DFT.
5. THE INTERIOR WET COATING SYSTEMS SHALL HAVE A TOTAL DRY FILM THICKNESS OF NOT LESS THAN 11.0 MILS DFT.

B. INTERIOR (DRY) SURFACES

1. Prime: All interior dry surfaces shall receive one full prime coat of *Tnemec Series 91H20 Hydro-Zinc or 94H20 Hydro-Zinc* applied at a rate to achieve 2.5 – 3.5 mils DFT.
2. Intermediate: All interior dry surfaces shall receive an intermediate coat of *Tnemec Series N140-1255 Pota-Pox Plus* applied at a rate to achieve 3.0 to 4.0 mils DFT.
3. Finish: All interior dry surfaces shall receive, after proper cure of the intermediate coat, a full coat of *Tnemec Series N140-15BL Pota-Pox Plus* applied at a rate to achieve 3.0 - 4.0 mils DFT.

EXTERIOR SURFACES – AWWA D102-06 Outside System # 4:

1. Prime: All exterior surfaces that have been cleaned in accordance with the paragraph above shall receive one coat of *Tnemec Series 91 H20 Hydro-Zinc or 94H20 Hydro-Zinc* applied at a rate to achieve 2.5 – 3.5 mils DFT.
2. Intermediate: After the prime coat has been properly installed, all exterior surfaces shall receive one intermediate coat of *Tnemec Series N69* applied at a rate to achieve 2.0 – 3.0 mils DFT.
3. Finish: Following the intermediate coat, all exterior surfaces shall receive one full finish coat of *Tnemec Series 740 Endura-Shield UVX* applied at a rate to achieve 2.5 – 4.0 mils DFT.
4. Lettering: Lettering and / or logos shall be located in accordance with the drawings and shall be applied using *Tnemec Series 700 HydroFlon* applied at a rate to achieve 2.0 – 3.0 dry mils per coat.
5. THE EXTERIOR COATING SYSTEM SHALL HAVE A MINIMUM DRY FILM THICKNESS OF 7.0 DRY MILS.

PART 6: ACCEPTANCE OF WORK:

- 6.01 Damaged coatings, pinholes, and holidays shall have edges feathered and repaired in accordance with the recommendations of the manufacturer, as approved by the Engineer.
- 6.02 All finish coats, including touch up and damage-repair coats shall be applied in a manner which will present a uniform texture and color-match appearance.
- 6.03 If the item has an improper finish, color, or insufficient film thickness, the surface shall be cleaned and topcoated with the specified material to obtain the specified color and coverage. Specific surface preparation information shall be secured from the coatings manufacturer and the Engineer.
- 6.04 All visible areas of chipped, peeled, or abraded paint shall be hand or power-sanded, feathering the edges. The areas shall then be primed and finish coated in accordance with the specifications.
- 6.05 Work shall be free of runs, bridges, shiners, laps, or other imperfections. Evidence of these conditions shall be cause for rejection.
- 6.06 Any defects in the coating system shall be repaired by the Contractor per written recommendations of the coating manufacturer.

PART 7: GUARANTEE AND ANNIVERSARY INSPECTION:

- 7.01 In accordance with AWWA D102-06, Section 5.2, all work shall be warranted for a period of one year from the date of completion.
- 7.02 The Owner will notify the Contractor at least 30 days prior to the anniversary date and shall establish a date for the inspection. The tank will be drained and the Owner's representative and the Contractor shall thoroughly inspect all surfaces both inside and out. Any defects in the coating system shall be repaired by the Contractor at no additional cost to the Owner. Should a failure

occur to 25% of the painted surface, either interior or exterior, the entire surface shall be cleaned and painted in accordance with these specifications.

PART 8: PRODUCT PERFORMANCE CRITERIA:

Provide the following product information and **manufacturers published performance** data should coatings or coating system be submitted in lieu of the standard of quality established in the project documents. Should the data not be available in a published format (or certified test reports), or if the duration of the test does not meet the specified requirement, please respond in the appropriate space with NT (Not Tested).

8.01 Organic Zinc Rich Urethane Primer (Interior & Exterior Primer)

- A. Generic Type: Organic Zinc Rich Urethane Primer.
- B. Special Qualifications: Certified in accordance with ANSI/NSF Std 61 for contact with potable water in tanks of 1,000 gallons capacity or greater.
- C. Solids By Volume: 63%
- D. Zinc Content: 83% by weight.
- E. Test Criteria:

Test Criteria	Test Duration	Proposed Product Test Results
ASTM B 117 Salt Spray (Fog)	50,000 hours (Scribed Panel)	Rust @ Scribe: Plane Rust: Blisters:
ASTM G 85 Prohesion	15,000 Hours	Rust @ Scribe: Plane Rust: Blisters:
ASTM D 4585 Humidity	4,000 hours	Rusting: Blistering:
ASTM 4541 Adhesion	Average of Three Tests	Adhesion PSI:
ASTM G8 Cathodic Disbondment	30 Days Exposure	
Immersion Service (Potable Water)	7 years – No Failure	

8.02 NSF Approved Epoxy (Interior Intermediate & Finish)

- A. Generic Type: Polyamidoamine Epoxy
- B. Special Qualifications: Certified in accordance with ANSI/NSF Std 61 for contact with potable water in tanks of 1,000 gallons capacity or greater.
- C. Solids By Volume: 67%.
- D. Test Criteria:

Test Criteria	Test Duration	Proposed Product Test Results
ASTM B 117 Salt Spray (Fog)	10,000 hours (Scribed Panel)	Rust @ Scribe: Plane Rust: Blisters:
ASTM G 85 Prohesion	5,000 Hours	Rust @ Scribe: Plane Rust:

		Blisters:
ASTM D 4585 Humidity	10,000 hours	Rusting: Blistering:
ASTM D 4060 Abrasion	CS-17 Wheel 1,000 Gram Load 1,000 Cycles	Report mg Loss / Average of three tests
ASTM 4541 Adhesion	Average of Three Tests	Adhesion PSI:
Immersion Service (Potable Water)	2 years – No Failure	

8.03 Exterior Finish Coat

- A. Generic Type: Polyfunctional Aliphatic Polyurethane
- B. Solids By Volume: 72%.
- C. Test Criteria:

Test Criteria	Test Duration	Proposed Product Test Results
ASTM B 117 Salt Spray (Fog)	2,500 hours (Scribed Panel)	Rust @ Scribe: Plane Rust: Blisters:
		:
ASTM D 4585 Humidity	2,000 hours	Rusting: Blistering:
ASTM D 4060 Abrasion	CS-17 Wheel 1,000 Gram Load 1,000 Cycles	Report mg Loss / Average of three tests
ASTM 4541 Adhesion	Average of Three Tests	Report PSI
ASTM D 522 Flexibility	Method A Conical Mandrel	% Elongation:
ASTM D 522 Flexibility	Method B Cylindrical Mandrel	% Gloss Retention: Color Change:
ASTM D 4587	10,000 hours	Gloss Retention Color Change

8.04 Exterior Logos & Lettering Coat

- A. Generic Type: Fluoropolymer Polyurethane
- B. Solids By Volume: 60%.
- C. Test Criteria:

Test Criteria	Test Duration	Proposed Product Test Results
ASTM B 117 Salt Spray (Fog)	10,000 hours (Scribed Panel)	Rust @ Scribe: Plane Rust: Blisters:

ASTM D 4585 Humidity	3,000 hours	Rusting: Blistering:
ASTM D 4060 Abrasion	CS-17 Wheel 1,000 Gram Load 1,000 Cycles	Report mg Loss / Average of three tests
ASTM 4541 Adhesion	Average of Three Tests	Report PSI
ASTM D 4587 QUV Exposure Cycle 4: 8 hours UV – 4 hours condensation	16,000 hours	Gloss Retention: Color Change: DED FMCII
	25,000 hours	Gloss Retention: Color Change: DED FMCII
ASTM D 4141 (EMMAQUA) Exterior Exposure	1,260MJ/m2 UV Exposure*	Gloss Retention: Color Change:
	3,500MJ/m2 UV Exposure*	Gloss Retention: Color Change:
ASTM D 522 Flexibility	Method A Conical Mandrel	Cracking: % Elongation:
ASTM 2794 Impact	Average of Three Trials	Direct Impact:
ASTM D 503'1 Weatherometer	5,500 hours	% Gloss Retention: Color Change: DED
AAMA 2604-98	5 Years 45° - South Florida	Report: Color Retention Gloss Retention Chalking Film Erosion

* Values must be presented in UV Exposure and not Global Exposure. Submitting manufacturer shall provide certified EMMAQUA test report

End of Section

II. Sherwin-Williams

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Cleaning, abrasive blast cleaning and painting of all interior wet, interior dry, and exterior steel surfaces.
- 1.1.2. Work also includes disinfection of the tank after coating.

1.2. RELATED SECTION: Section - Storage Tanks.

1.3. REFERENCES

- 1.3.1. ANSI/NSF 61 - Drinking Water System Components - Health Effects.
- 1.3.2. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- 1.3.3. AWWA C 652 - Disinfection of Water-Storage Facilities.
- 1.3.4. AWWA D 102-06 - Painting Steel Water Storage Tanks.
- 1.3.5. 40 CFR, Part 63, Subpart M - National Emission Standards for Hazardous Air Pollutants (NESHAPs) for Surface Coating of Miscellaneous Metal Parts and Products
- 1.3.6. NACE SP0188-06 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- 1.3.7. SSPC-PA 2 - Measurement of Dry Coating Thickness with Magnetic Gages.
- 1.3.8. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.
- 1.3.9. SSPC-SP 10/NACE 2 - Near-White Metal Blast Cleaning.
- 1.3.10. SSPC-SP 11 - Power Tool Cleaning to Bare Metal
- 1.3.11. SSPC-SP 15 – Commercial Grade Power Tool Cleaning

1.4. DEFINITIONS

- 1.4.1. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- 1.4.2. Dry Film Thickness (DFT): Thickness of a coat of cured paint measured in mils (1/1000 inch).

1.5. SUBMITTALS

- 1.5.1. Comply with Section – Submittal Procedures.
- 1.5.2. Product Data: Submit Coating Manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- 1.5.3. Color Samples: Submit samples of the color specified for owner approval.

1.6. QUALITY ASSURANCE

- 1.6.1. Coating Manufacturer's Qualifications:
 - 1.6.1.1. Specialize in manufacture of coatings with a minimum of 10 years successful experience.
 - 1.6.1.2. Able to demonstrate successful performance on comparable projects.
 - 1.6.1.3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single Coating Manufacturer.
- 1.6.2. Applicator's Qualifications:
 - 1.6.2.1. Experienced in application of specified coatings for a minimum of 5 years on

projects of similar size and complexity to this Work.

1.6.2.2. Applicator's Personnel: Employ persons trained for application of specified coatings.

1.6.3. Field Painting Pre-application Meeting: Convene a pre-application meeting before the start of field surface preparation and coating application. Require attendance of parties directly affecting work of this section, including the Engineer, Applicator, and Coating Manufacturer's representative. Review the following:

1.6.3.1. Environmental requirements.

1.6.3.2. Protection of surfaces not scheduled to be coated.

1.6.3.3. Surface preparation.

1.6.3.4. Application.

1.6.3.5. Disinfection.

1.6.3.6. Repair.

1.6.3.7. Field quality control.

1.6.3.8. Cleaning.

1.6.3.9. Protection of coating systems.

1.6.3.10. First anniversary inspection.

1.6.3.11. Coordination with other work.

1.7. DELIVERY, STORAGE, AND HANDLING

1.7.1. Delivery:

Deliver materials to site in Coating Manufacturer's original, unopened containers and packaging, with labels clearly identifying:

1.7.1.1. Coating or material name.

1.7.1.2. Coating Manufacturer.

1.7.1.3. Color name and number.

1.7.1.4. Batch or lot number.

1.7.1.5. Date of manufacture.

1.7.1.6. Mixing and thinning instructions.

1.7.2. Storage:

1.7.2.1. Store materials in a clean, dry area, and within temperature range in accordance with Coating Manufacturer's instructions.

1.7.2.2. Keep containers sealed until ready for use.

1.7.2.3. Do not use materials beyond Coating Manufacturer's shelf life limits.

1.7.3. Handling:

Protect materials during handling and application to prevent damage or contamination.

1.8. ENVIRONMENTAL REQUIREMENTS

1.8.1. Weather:

1.8.1.1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with Coating Manufacturer's instructions.

1.8.1.2. Surface Temperature: Maintain surfaces temperatures a minimum of 5

degrees F (3 degrees C) above dew point at the time of final surface preparation, material mixing, and application.

1.8.1.3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with Coating Manufacturer's instructions.

1.8.1.4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.

1.8.1.5. Wind: Do not spray coatings if wind velocity is above Coating Manufacturer's limit.

1.8.2. Ventilation:

Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D102-06, Section A.7.5. Forced air ventilation shall be maintained for a minimum of four (4) days following interior coating application to assist in the curing process.

1.8.3. Dust and Contaminants:

1.8.3.1. Schedule coating work to avoid excessive dust and airborne contaminants.

1.8.3.2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

2. PRODUCTS

2.1. **MANUFACTURERS:** Acceptable Coating Manufacturer.

2.1.1. Sherwin Williams

2.2. **SHOP PRIMERS:** All shop applied primers shall comply with Title 40 Code of Federal Regulations, Part 63, Subpart MMMM, National Emission Standards for Hazardous Air Pollutants (NESHAPs) for Surface Coating of Miscellaneous Metal Parts and Products, which establish a hazardous air pollutant (HAP) emission limit of 2.6 pounds of HAP per gallon solids.

2.3. COATING SYSTEMS FOR INTERIOR WET STEEL (WATER CONTAINER)

2.3.1. System: Epoxy - Epoxy - Epoxy.

2.3.2. AWWA D102 Paint System: ICS-2.

2.3.3. ANSI/NSF 61 Certified: For use inside potable water storage tanks.

2.3.4. Surface Preparation: SSPC-SP 10.

2.3.5. Shop Prime Coat: Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Copoxy Shop Primer, B62Y110 to all bare steel surfaces. This coating shall be applied at a dry film thickness of 3.0 to 5.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.3.6. Field Prime Coat (for welds and damaged areas): Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Macropoxy 646 PW to all bare steel surfaces. This coating shall be applied at a dry film thickness of 3.0 to 5.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.3.7. Intermediate Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 PW. This coating shall be applied at a dry film thickness of 4.0 to 6.0 mils. Color to contrast with primer and topcoat. B58VX605 hardener with Opti-Check OAP pigment technology may be used for rapid holiday detection with safe blue light inspection lamps.

2.3.8. Finish Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 PW at a dry film thickness of 5.0 to 6.0 mils.

2.3.9. Total DFT: Minimum 12.0 mils.

2.4. ALTERNATE COATING SYSTEMS FOR INTERIOR WET STEEL (WATER CONTAINER)

2.4.1. System: Zinc - Epoxy - Epoxy.

2.4.2. AWWA D102 Paint System: ICS-5.

2.4.3. ANSI/NSF 61 Certified: For use inside potable water storage tanks.

2.4.4. Surface Preparation: SSPC-SP 10.

2.4.5. Shop Prime Coat: Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Corothane I Galvapac Zinc Primer to all bare steel surfaces. This coating shall be applied at a dry film thickness of 2.5 to 4.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.4.6. Field Prime Coat (for welds and damaged areas): Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Corothane I Galvapac Zinc Primer all bare steel surfaces. This coating shall be applied at a dry film thickness of 2.5 to 4.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.4.7. Intermediate Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 PW . This coating shall be applied at a dry film thickness of 4.0 to 6.0 mils. Color to contrast with primer and topcoat. B58VX605 hardener with Opti-Check OAP pigment technology may be used for rapid holiday detection with safe blue light inspection lamps.

2.4.8. Finish Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 PW at a dry film thickness of 5.0 to 6.0 mils.

2.4.9. Total DFT: Minimum 11.5 mils.

2.5. COATING SYSTEMS FOR INTERIOR DRY STEEL (Dry Riser, Access Tube, and Pedestal Interior,)

2.5.1. System: Epoxy - Epoxy.

2.5.2. Surface Preparation: SSPC-SP 6.

2.5.3. Shop Prime Coat: Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Copoxy Shop Primer, B62Y110 to all bare steel surfaces. This coating shall be applied at a dry film thickness of 3.0 to 5.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.5.4. Field Prime Coat (for welds and damaged areas): Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Macropoxy 646 PW to all bare steel surfaces. This coating shall be applied at a dry film thickness of 3.0 to 5.0 mils. If flash rust occurs prior to priming, the areas must be re-blasted prior to primer application.

2.5.5. Finish Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 PW at a dry film thickness of 5.0 to 6.0 mils.

2.5.6. Total DFT: Minimum 8.0 mils.

2.6. COATING SYSTEMS FOR EXTERIOR STEEL

2.6.1. System: Zinc – Epoxy - Urethane.

2.6.2. AWWA D102 Paint System: OCS-6.

2.6.3. Surface Preparation: SSPC-SP 6.

2.6.4. Shop Prime Coat: Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Corothane I Galvapac Zinc Primer to all bare steel surfaces.

- 3.3.6. Shop primed steel shall receive a field sweep blast prior to the application of subsequent coats.
- 3.3.7. Abrasive Blast-Cleaned Surfaces: Coat abrasive blast-cleaned surfaces with primer before visible rust forms on surface. If rust or any other visible contamination appears as a result of delay in primer application, the surface shall be re-cleaned to specified surface preparation.

3.4. APPLICATION

- 3.4.1. Apply coatings in accordance with Coating Manufacturer's instructions.
- 3.4.2. Mix and thin coatings, including multi-component materials, in accordance with Coating Manufacturer's instructions.
- 3.4.3. Keep containers closed when not in use to avoid contamination.
- 3.4.4. Do not use mixed coatings beyond pot life limits.
- 3.4.5. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- 3.4.6. After sufficient cure of the field primer, brush apply a stripe coat to critical locations on steel such as welds, corners, and edges using specified intermediate coat.
- 3.4.7. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- 3.4.8. Apply coatings to be free of film characteristics or defects that would adversely affect performance of the coating system. Apply exterior coatings to be free of film characteristics or defects that adversely affect appearance.
- 3.4.9. Interior: Caulk all unwelded roof seams, connections, and crevices to prevent corrosion and staining.

3.5. REPAIR

- 3.5.1. Damaged Materials: Repair or replace damaged materials and surfaces not scheduled to be coated.
- 3.5.2. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces.
- 3.5.3. Coating Defects: Repair in accordance with Coating Manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6. DISINFECTION

- 3.6.1. Disinfection of Water Contact Surfaces and Filling of Water Storage Tanks:
 - 3.6.1.1. Do not disinfect water contact surfaces or fill water storage tanks until application of coating systems is complete, coatings have fully cured, and field quality control inspection is complete.
 - 3.6.1.2. Allow number of days in accordance with manufacturer's instructions and as directed by Engineer for full cure of coating systems on water contact surfaces before flushing, disinfecting, or filling with water.
 - 3.6.1.3. Disinfection: AWWA C 652 Method 2 or 3.
 - 3.6.1.4. The tank shall be filled with clean water furnished by the owner.
- 3.6.2. Bacteriological Testing:

Upon completion of the disinfection process the Owner or his representative shall arrange for bacteriological testing of water samples. The tank shall not be put into service until safe test results are obtained.

3.7. FIELD QUALITY CONTROL

DIVISION 15 MECHANICAL
SECTION 15-C ALTITUDE/FLOW CONTROL VALVE

1.0 GENERAL REQUIREMENTS

- 1.1 Under this section, the Contractor shall furnish all labor, equipment and materials to install a control valve in a vault at the Galena tank site, as shown on the plans.

2.0 PRODUCTS

2.1 Altitude/Flow Control Valve Operational Characteristics

The Two Way Flow Altitude Valve shall be a pilot operated diaphragm valve designed to open, allowing flow into a reservoir or elevated storage tank (tank fill), and close a drip tight when high water level is achieved. The valve shall also open allowing return flow (tank discharge), when upstream pressure falls below reservoir head pressure. It shall control water level by remotely sensing static tank head pressure, and open when the level is below the adjustable setpoint and close drip tight when the level is above the adjustable setpoint.

- 2.2 The main valve shall be a hydraulically operated, single diaphragm actuated, globe or angle pattern valve. Y-pattern valves shall not be permitted. The valve shall contain a disc and diaphragm assembly that forms a sealed chamber below the valve cover, separating operating pressure from line pressure. The diaphragm shall be constructed of nylon reinforced Buna-N, and shall not seal directly against the valve seat and shall be fully supported by the valve body cover. Rolling diaphragm construction will not be allowed and there shall be no pistons operating the main valve or any pilot controls.
- 2.3 The main valve body and cover shall be Ductile Iron ASTM A536, and all internal cast components shall be Ductile Iron or CF8M (316) Stainless Steel. All Ductile Iron components, including, the body and cover, shall be lined and coated with and NSF 61 Certified Epoxy Coating applied by the electrostatic heat fusion process. All main valve trim and throttling components (cover bearing, valve seat and disc guide) shall be Stainless Steel. The valve body and cover must be machined with a 360-degree locating lip to assure proper alignment.
- 2.4 The disc and diaphragm assembly shall contain a Buna-N synthetic rubber disc with a rectangular cross-section that is securely retained on 3-1/2 sides by a disc retainer and disc guide. Diaphragm assemblies utilizing bolts or cap screws for components will not be permitted.
- 2.5 The exposed portion of the seat disc shall contact the valve seat and seal drip-tight. The disc and diaphragm assembly must be guided by two separate bearings, one installed in the valve cover and one concentrically located within the valve seat, to avoid deflection and assure positive disc-to-seat contact. Center guided valves will not be permitted. All necessary repairs shall be made from the top of the valve while the body remains in line.

2.6 Pilot Control System

The pilot system shall contain an Altitude Pilot, 3-Way Accelerator Pilot, (2) Check Valves, separate Adjustable Opening and Closing Speed Controls, Visual Position indicator with air bleed petcock, 3-Way Ball Valve, external Y-Strainer and Isolation Ball Valves on the body connections. The pilot control system shall utilize tubing and brass fittings.

3.0 VALVE VAULT

3.1 The valve Vault shall be precast concrete, sized to accommodate the spatial and operational requirements of the altitude valve.

3.2 The vault shall be equipped with a 36" x 36" aluminum hatch and aluminum access ladder.

3.3 The valve vault shall drain into a 2' x 2' x '2 stone sump that the Contractor shall install next to the vault box.

4.0 PAYMENT

4.1 Payment for all materials, equipment and labor required to comply with this section shall be included in the Contractor's bid.

BOOSTER STATION AND WATER MAIN EXTENSION				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$	\$
2	1	LS	Maintenance of Traffic	\$	\$
3	1	LS	Clearing of Right-of-way	\$	\$
4	1	LS	Construction Stakeout	\$	\$
5	1	LS	Erosion Control	\$	\$
6	1	LS	Relocate Existing Pump Station	\$	\$
7	1,580	LF	12" Water Main and fittings	\$	\$
8	2	EA	12" Gate Valve	\$	\$
9	2	EA	6" Gate Valve		
10	1	EA	12" x 6" Cross	\$	\$
11	2	EA	12" x 10" Reducer	\$	\$
12	1	EA	12" Tee	\$	\$
13	1	EA	Hydrant Assembly with Valve	\$	\$
14	1	LS	Site Work	\$	\$
TOTAL BID PRICE = Total of Items 1 thru 14 =					\$

Contractor



June 8, 2012

ADDENDUM NO. 2

400,000 Gallon Water Tank Booster Station, Water Main Extension, and
Tank Site Work
Job No. 11090

The following revisions are hereby incorporated:

Division A:

1. The foundation of the existing Greenville water tank shall be removed completely. For bidding purposes, assume a two feet thick concrete slab. The foundation footprint shall then be backfilled to grade to drain, seeded, and strawed.
2. The asphalt and the asphalt curb along Clark Street shall be replaced completely upon completion of the new tank, and the demolition of the existing tank. In the event the road is not damaged during construction, the cost for replacing Clark Street will be deleted from the contract. If it is determined the road does not need to be removed and replaced, the road shall be resurfaced with 1-1/2" of asphalt. A pay item has been included to cover this alternative if it is selected. The unit price will be paid per Ton of surface asphalt installed, and shall include surface milling the existing asphalt 1-1/2" and tack coat in the unit price for asphalt surface. A line item for the replacement of Clark Street has been included in the bid form. A copy of the bid form has been included in this addendum.
3. Insertion valves shall be installed on each side of the proposed altitude valve vault prior to installation of the vault. The insertion valves shall be 8" Hydra-Stop, or approved equal. The cost for the valves, installation, and connection shall be included in the Lump Sum price for the water tank.

The Contractor shall acknowledge receipt of this Addendum No. 2 in writing on all bids turned in.

Sincerely,
JACOBI, TOOMBS AND LANZ, INC.

Aaron Sutherland, P.E.

120 Bell Avenue
Clarksville, IN 47129
812-288-6646
812-288-6656 Fax

1060 N. Capitol Avenue, Ste E360
Indianapolis, IN 46204
317-829-3474
317-829-3473 Fax

1400 South 1st Street
Louisville, KY 40208
502-583-5994
502-583-7321 Fax

Clarksville, IN • Indianapolis, IN • Louisville, KY
www.jtleng.com

EXHIBIT "G"

400,000 GALLON ELEVATED WATER TANK
Division 'A'

JOB NO. 11090

12-JUN-12

ITEM NO.	QUANTITY	DESCRIPTION	Engineer's Estimate		Phoenix Fabricators and Erectors, Inc.		Caldwell Tanks, Inc.	
			UNIT PRICE	TOTAL AMT.	UNIT PRICE	TOTAL AMT.	UNIT PRICE	TOTAL AMT.
1	1 LS	Mobilization & Demobilization	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
2	1 LS	Maintenance of Traffic	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
3	1 LS	Clearing of Right-of-way	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
4	1 LS	Construction Stakeout	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
5	1 LS	400,000 Gallon Elevated Water Tank, complete	\$ 600,000.00	\$ 600,000.00	\$ 674,636.00	\$ 674,636.00	\$ 749,800.00	\$ 749,800.00
6	1 LS	Site Work, complete	\$ 40,000.00	\$ 40,000.00	\$ 43,000.00	\$ 43,000.00	\$ 41,000.00	\$ 41,000.00
7	1 LS	Removal of existing tank, complete	\$ 20,000.00	\$ 20,000.00	\$ 10,200.00	\$ 10,200.00	\$ 15,700.00	\$ 15,700.00
8	1 EA	Altitude/Flow Control Valve in Vault, complete	\$ 45,000.00	\$ 45,000.00	\$ 49,000.00	\$ 49,000.00	\$ 50,000.00	\$ 50,000.00
9	1 LS	Replace asphalt and curbs along Clark Street	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 22,000.00	\$ 22,000.00
TOTAL LUMP SUM BID PRICE = Total of Items 1 thru 9 =			\$ 752,500.00	\$ 752,500.00	\$ 822,536.00	\$ 822,536.00	\$ 886,000.00	\$ 886,000.00
Asphalt Overlay Alternate								
1-1/2" Asphalt Surface Overlay, Complete			\$ 100.00 Per Ton		\$ 172.00 Per Ton		\$ 135.00 Per Ton	

EXHIBIT "G"

BOOSTER STATION AND WATER MAIN EXTENSION		JOB NO. 11090		12-Jan-12		
Division 'B'		Engineer's Estimate		Temple & Temple Excavating & Paving, Inc.		
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMT.	UNIT PRICE	TOTAL AMT.
1	1 LS	Mobilization & Demobilization	\$ 7,500.00	\$ 7,500.00	\$ 3,910.00	\$ 3,910.00
2	1 LS	Maintenance of Traffic	\$ 5,500.00	\$ 5,500.00	\$ 567.00	\$ 567.00
3	1 LS	Clearing of Right-of-way	\$ 7,000.00	\$ 7,000.00	\$ 2,834.00	\$ 2,834.00
4	1 LS	Construction Stakeout	\$ 2,500.00	\$ 2,500.00	\$ 2,834.00	\$ 2,834.00
5	1 LS	Erosion Control	\$ 1,500.00	\$ 1,500.00	\$ 9,634.00	\$ 9,634.00
6	1 LS	Relocate Existing Pump Station	\$ 85,000.00	\$ 85,000.00	\$ 76,822.00	\$ 76,822.00
7	1,580 LF	12" Water Main and fittings	\$ 40.00	\$ 63,200.00	\$ 49.91	\$ 78,857.80
8	2 EA	12" Gate Valve	\$ 3,000.00	\$ 6,000.00	\$ 2,100.00	\$ 4,200.00
9	2 EA	6" Gate Valve	\$ 2,000.00	\$ 4,000.00	\$ 800.00	\$ 1,600.00
10	1 EA	12" x 6" Cross	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00
11	2 EA	12" x 10" Reducer	\$ 1,200.00	\$ 2,400.00	\$ 750.00	\$ 1,500.00
12	1 EA	12" Tee	\$ 1,500.00	\$ 1,500.00	\$ 1,450.00	\$ 1,450.00
13	1 EA	Hydrant Assembly with Valve	\$ 4,000.00	\$ 4,000.00	\$ 3,650.00	\$ 3,650.00
14	1 LS	Site Work	\$ 10,000.00	\$ 10,000.00	\$ 23,500.00	\$ 23,500.00
TOTAL BID PRICE = Total of Items 1 thru 14 =			\$	\$ 202,100.00	\$	\$ 194,506.80

EXHIBIT "F"

BID FOR:

DIVISION 'B': BOOSTER STATION AND WATER MAIN EXTENSION

JOB NO. 11090

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

Temple & Temple Excavating & Paving, Inc.

NAME OF FIRM

Terry Temple
PERSON Terry Temple President

Ken Temple
PERSON Ken Temple Sec/Treas

Shawn Feeny
ATTEST

June 11, 2012

DATE

Accepted this _____ day of _____, 2012


GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

BOOSTER STATION AND WATER MAIN EXTENSION				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$ 3500.00	\$ 3,500.00
2	1	LS	Maintenance of Traffic	\$ 2000.00	\$ 2,000.00
3	1	LS	Clearing of Right-of-way	\$ 17,000.00	\$ 17,000.00
4	1	LS	Construction Stakeout	\$ 2,000.00	\$ 2,000.00
5	1	LS	Erosion Control	\$ 3,000.00	\$ 3,000.00
6	1	LS	Relocate Existing Pump Station	\$ 80,000.00	\$ 80,000.00
7	1,580	LF	12" Water Main and fittings	\$ 55.00	\$ 86,900.00
8	2	EA	12" Gate Valve	\$ 3,000.00	\$ 6,000.00
9	2	EA	6" Gate Valve	1,000.00	2,000.00
10	1	EA	12" x 6" Cross	\$ 4,000.00	\$ 4,000.00
11	2	EA	12" x 10" Reducer	\$ 425.00	\$ 850.00
12	1	EA	12" Tee	\$ 2,000.00	\$ 2,000.00
13	1	EA	Hydrant Assembly with Valve	\$ 3,500.00	\$ 3,500.00
14	1	LS	Site Work	\$ 21,250.00	\$ 21,250.00
TOTAL BID PRICE = Total of Items 1 thru 14 =					\$ 234,000.00


 Contractor
 Ken Temple Sec/Treas
 Temple & Temple Excavating & Paving, Inc.

Bidder hereby acknowledges receipt of addendum #1 dated 06/05/12

And Addendum #2 dated 6/8/12

EXHIBIT "F"

14.0 BID FORMS

NOTE: INSERT AND ATTACH TO FORM 96, DO NOT USE THE CONTRACTOR'S BID SECTION ON FORM 96. BE SURE TO SIGN BID, NOTARIZE BID AND EXECUTE NON-COLLUSION AFFIDAVIT.

CONTRACTOR'S BID FORM

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

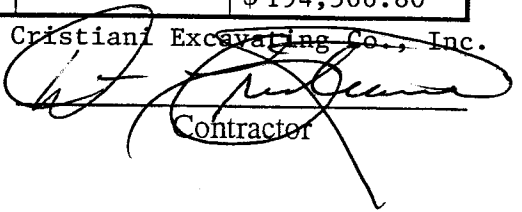
RE: DIVISION 'B': BOOSTER STATION AND WATER MAIN EXTENSION
JOB NO. 11090

Gentlemen:

We submit, herewith, our sealed proposal to furnish all necessary labor, material and equipment to construct the above captioned project, in accordance with the subject plans and specifications at the unit prices listed herein.

BOOSTER STATION AND WATER MAIN EXTENSION				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$ 3,910.00	\$ 3,910.00
2	1	LS	Maintenance of Traffic	\$ 567.00	\$ 567.00
3	1	LS	Clearing of Right-of-way	\$ 2,834.00	\$ 2,834.00
4	1	LS	Construction Stakeout	\$ 2,834.00	\$ 2,834.00
5	1	LS	Erosion Control	\$ 9,634.00	\$ 9,634.00
6	1	LS	Relocate Existing Pump Station	\$ 76,822.00	\$ 76,822.00
7	1,580	LF	12" Water Main and fittings	\$ 49.91	\$ 78,857.80
8	2	EA	12" Gate Valve	\$ 2,100.00	\$ 4,200.00
9	2	EA	6" Gate Valve	772.00	1,544.00
10	1	EA	12" x 6" Cross	\$ 5,832.00	\$ 5,832.00
11	2	EA	12" x 10" Reducer	\$ 250.00	\$ 500.00
12	1	EA	12" Tee	\$ 812.00	\$ 812.00
13	1	EA	Hydrant Assembly with Valve	\$ 3,270.00	\$ 3,270.00
14	1	LS	Site Work	\$ 2,890.00	\$ 2,890.00
TOTAL BID PRICE = Total of Items 1 thru 14 =					\$ 194,506.80

Dan Cristiani Excavating Co., Inc.



Contractor

Acknowledgement of Receipt of Addendum

Addendum #1 Dated June 5, 2012

BID FOR:

DIVISION 'B': BOOSTER STATION AND WATER MAIN EXTENSION

JOB NO. 11090

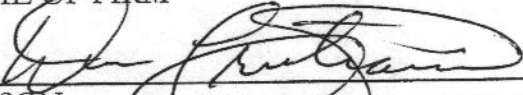
GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

Dan Cristiani Excavating Co., Inc.

NAME OF FIRM

PERSON


Dan Cristiani, President

PERSON

ATTEST

June 11, 2012

DATE

Accepted this _____ day of _____, 2012

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

EXHIBIT "E"

14.0 BID FORMS

NOTE: INSERT AND ATTACH TO FORM 96, DO NOT USE THE CONTRACTOR'S BID SECTION ON FORM 96. BE SURE TO SIGN BID, NOTARIZE BID AND EXECUTE NON-COLLUSION AFFIDAVIT.

CONTRACTOR'S BID FORM

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

RE: DIVISION 'A': 400,000 GALLON ELEVATED TANK
JOB NO. 11090

Gentlemen:

We submit, herewith, our sealed proposal to furnish all necessary labor, material and equipment to construct the above captioned project, in accordance with the subject plans and specifications at the unit prices listed herein.



182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

June 11, 2012

Greenville Municipal Water Utility
9706 Clark Street
Greenville, IN 47124

RE: Division "A" 400,000 Gallon Elevated Tank, Job No. 11090
Bid Condition

Dear Greenville Municipal Water Utility,

Phoenix Fabricators and Erectors, Inc. bid is conditional upon Greenville Municipal Water Utility moving the U.S.G.S Concrete Marker (Monument) that is located beneath the proposed water tower prior to the start of any construction. It is our opinion that the monument will absolutely be disturbed during the construction process of the proposed water tower and Phoenix Fabricators and Erectors, Inc. will not be held responsible or liable for moving, disturbing, any cost associated with monument or federal fines.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Cornett", with a long horizontal flourish extending to the right.

Casey Cornett
Regional Sales Manager
Phoenix Fabricators and Erectors, Inc.

BID FOR:


DIVISION 'A': 400,000 GALLON ELEVATED WATER TANK

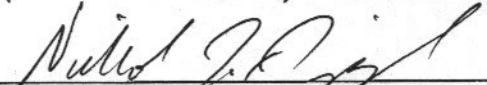
JOB NO. 11090

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

PHOENIX FABRICATORS AND ERECTORS, INC.
NAME OF FIRM


PERSON CASEY CORNETT, CONTRACTING OFFICER


PERSON STEVE DIRECTOR


ATTEST TIM FOHLER SECRETARY

JUNE 11, 2012
DATE

Accepted this _____ day of _____, 2012

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

CONTRACTORS STATEMENT OF
UNDERSTANDING OF UTILITY
CONFLICTS & ISSUES

By submitting this bid, we understand the challenges and issues involved with the potential conflict with existing utilities during the execution of this project. We acknowledge that the location of the utilities shown may not be accurate; however, our bid takes this into consideration and we understand that no additional compensation will be made for working around or near a utility that is not shown on the plans or that is shown incorrectly. Any changes in the plans due to utilities shall be paid for based on the unit prices provided on the bid form. Additional contract days may be awarded if deemed necessary by the OWNER.

Our bid price takes into consideration the costs required to coordinate the relocation of any and all affected utilities, and the potential interruption and delays of operation in constructing this project. However, it is understood that we, the CONTRACTOR, will not be held responsible for schedule delays attributable to a given utility company's lack of cooperation or completion of relocation.

SUBMITTED BY:

PHOENIX FABRICATORS AND ERECTORS INC.
CONTRACTOR

CASEY CORNETT, CONTRACTING OFFICER
BY: (Printed Name and Title)


SIGNATURE

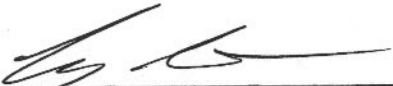
6-11-12
DATE

Division "A": 400,000 Gallon Water Tank

Addendum Acknowledgement

Addendum No. 1 Received June 5, 2012

Addendum No. 2 Received June 8, 2012



CASEY CORNETT REGIONAL SALES MANAGER
PHOENIX FABRICATORS AND ERECTORS, INC.

400,000 GALLON ELEVATED WATER TANK				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
2	1	LS	Maintenance of Traffic	\$ 100. ⁰⁰	\$ 100. ⁰⁰
3	1	LS	Clearing of Right-of-way	\$ 100. ⁰⁰	\$ 100. ⁰⁰
4	1	LS	Construction Stakeout	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
5	1	LS	400,000 Gallon Elevated Water Tank, complete	\$ 674,636. ⁰⁰	\$ 674,636. ⁰⁰
6	1	LS	Site Work, complete	\$ 43,000. ⁰⁰	\$ 43,000. ⁰⁰
7	1	LS	Removal of existing tank, complete	\$ 10,200. ⁰⁰	\$ 10,200. ⁰⁰
8	1	EA	Altitude/Flow Control Valve in Vault, complete	\$ 49,000. ⁰⁰	\$ 49,000. ⁰⁰
9	1	LS	Replace asphalt and curbs along Clark Street	\$ 24,000. ⁰⁰	\$ 24,000. ⁰⁰
TOTAL LUMP SUM BID PRICE = Total of Items 1 thru 9 =					\$ 822,536. ⁰⁰
Asphalt Overlay Alternate					
1-1/2" Asphalt Surface Overlay, Complete				\$ 172.00	Per Ton

PHOENIX FABRICATORS AND ERECTORS, INC.
Contractor

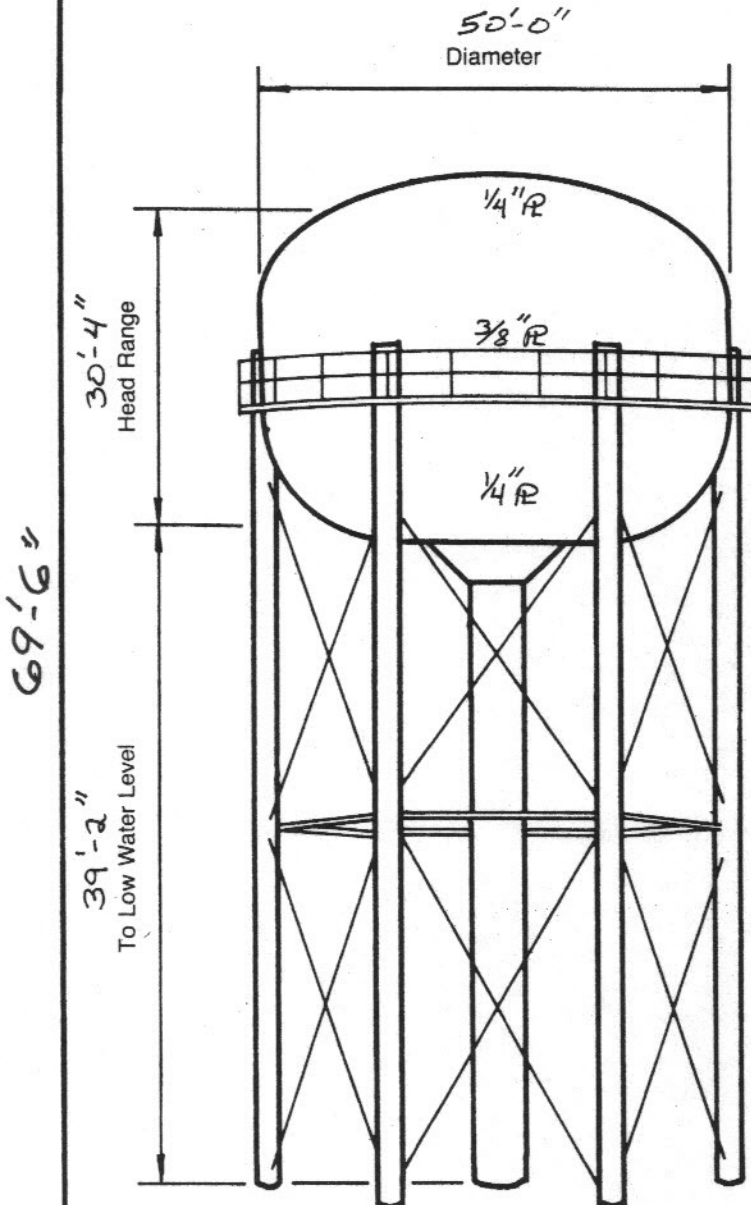
* PLEASE SEE ATTACHED BID CONDITION.

DESIGN CRITERIA

ZONE * SEISMIC

* MPH WINDS

* AWWA D100-11



- 30" Vent & Finial
- 24" Roof Manway
- " Roof Ladder
- 6" Overflow
- 30" x 42" Balcony
- 1/2" Plate Upper Cone Assembly
- 5/8" Plate Lower Cone Assembly
- 1 3/4" Diameter Windage Rods
- 30" Diameter Tubular Rods
- x 3/32" Plate, Batter 0" to 12"
- W 8 X 31 Struts
- Leg Up.
- 1" Riser Rods

Tower Ladder on Column
with SAFETY DEVICE
Location by Owner

NOTE: Equivalent Sections
May be Used.

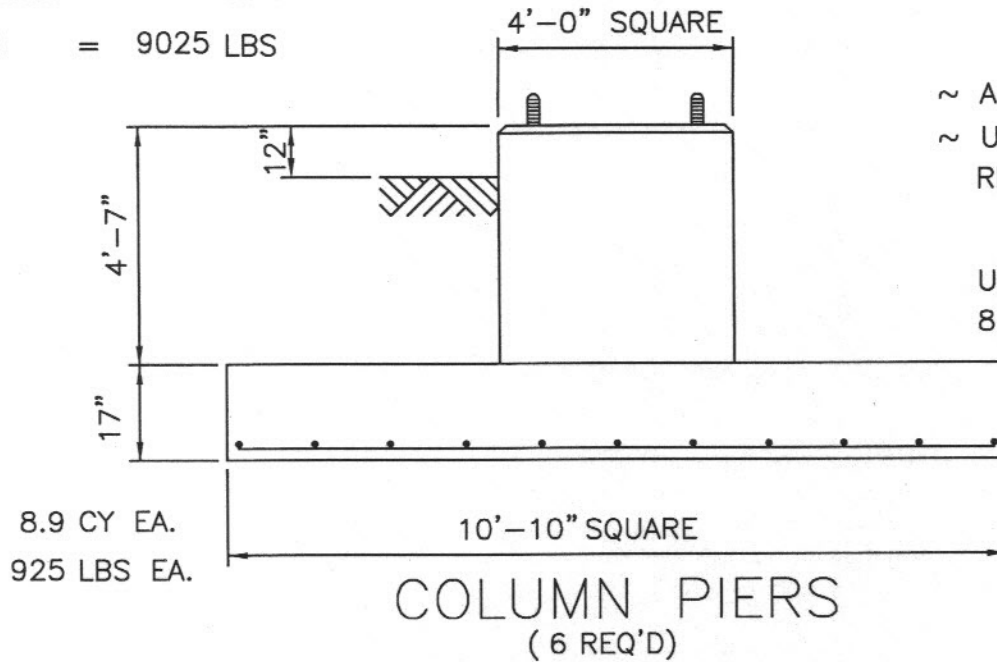
WATERWORKS IMPROVEMENTS
GREENVILLE, IN
BID DATE: 6-11-12

400000 GALLONS
GENERAL PLAN

PHOENIX
FABRICATORS AND ERECTORS, INC.
(317) 271-7002
110 S. Griswold Rd.
Indianapolis, IN 46234

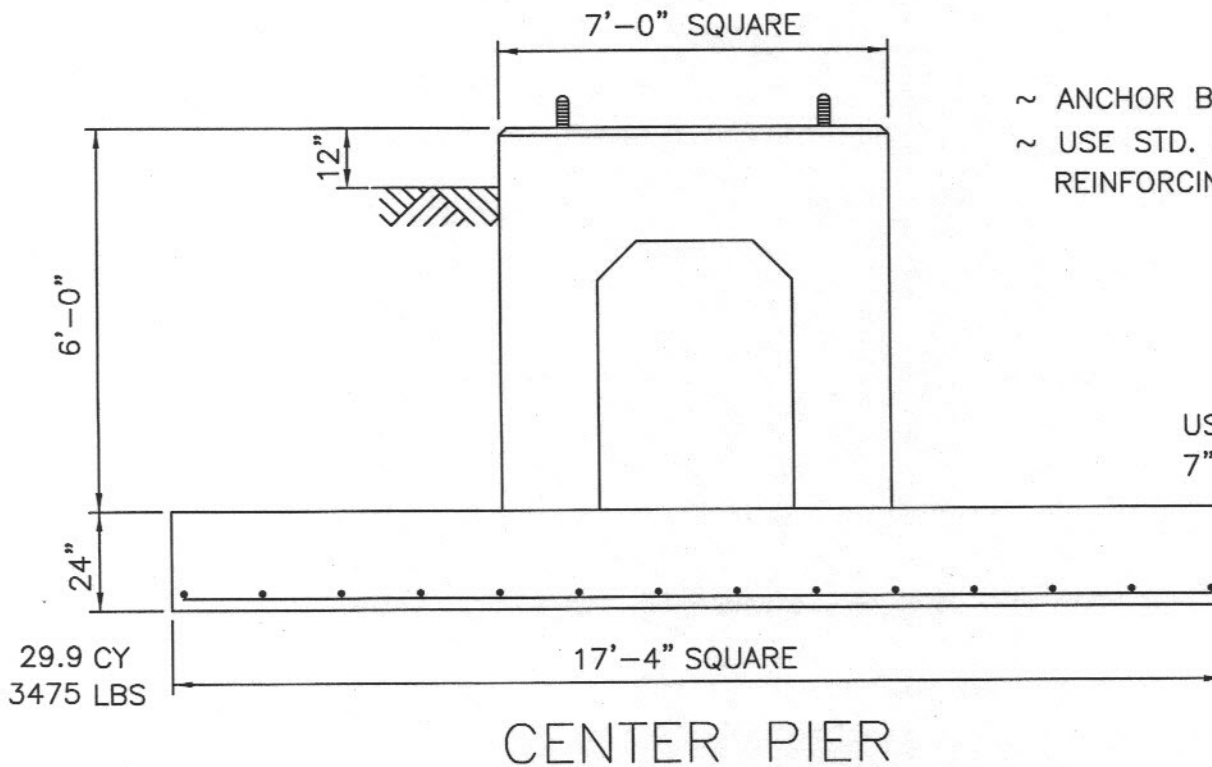
fSOIL = 4000 PSF @ 5 FT DEPTH
 fCONC. = 4000 PSI
 fREBAR = 60000 PSI
 CONCRETE = 83.3 CY's
 REBAR = 9025 LBS

DESIGN CRITERIA:
 AWWA D100-11 SEISMIC
 100 MPH WINDS



~ ANCHOR BOLTS AS REQ.
 ~ USE STD. PEDESTAL REINFORCING DETAILS

USE 16 ~ #6's @
 8 1/4" o/c E.W.



~ ANCHOR BOLTS AS REQ.
 ~ USE STD. PEDESTAL REINFORCING DETAILS

USE 30 ~ #7's @
 7" o/c E.W.

EXHIBIT "E"

14.0 BID FORMS

NOTE: INSERT AND ATTACH TO FORM 96, DO NOT USE THE CONTRACTOR'S BID SECTION ON FORM 96. BE SURE TO SIGN BID, NOTARIZE BID AND EXECUTE NON-COLLUSION AFFIDAVIT.

CONTRACTOR'S BID FORM

GREENVILLE MUNICIPAL WATER UTILITY
9706 CLARK STREET
GREENVILLE, INDIANA 47124

RE: DIVISION 'A': 400,000 GALLON ELEVATED TANK
JOB NO. 11090

Gentlemen:

We submit, herewith, our sealed proposal to furnish all necessary labor, material and equipment to construct the above captioned project, in accordance with the subject plans and specifications at the unit prices listed herein.

BID FOR:

DIVISION 'A': 400,000 GALLON ELEVATED WATER TANK

JOB NO. 11090

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

RESPECTFULLY SUBMITTED,

Caldwell Tanks, Inc
NAME OF FIRM

Kenneth Eichenberger
PERSON

Kenneth Eichenberger, Regional Sales Manager
PERSON

Barry Geswein
ATTEST
Barry L. Geswein, Secretary

June 11, 2012
DATE

Accepted this _____ day of _____, 2012

GREENVILLE MUNICIPAL WATER UTILITY
GREENVILLE, INDIANA

Member

Member

Member

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CALDWELL TANKS, INC., Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

JOHN R. BICKEL	TERRY W. CURENS
MICHAEL W. STULL	JASON ST. CLAIR
KENNETH EICHENBERGER	ELTON R. YOUART
KEVIN J. GALLAGHER	JOHN E. KRAFT
WALTER F. KEY	ANDREW M. ODORZYNSKI
PATRICK A. SMITH	DAVID G. CULL
CONRAD R. SPANGLER, III	TERRANCE L. HYATT
JAMES M. BRADEN	RYAN J. LEISEY
WILLIAM A. STETZLER	K. RYAN HARVEY
B. TIMOTHY MILLS	KEITH M. EATON

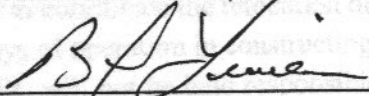
This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 9th day of April, 2012.

ATTEST:

(SEAL) _____


STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

CALDWELL TANKS, INC.
BY: 
Bernard S. Fineman
President

On this 9th day of April, 2012, before me personally appeared Bernard S. Fineman, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL) _____

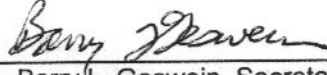
STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

BY: 
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2015

I, Barry L. Geswein, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 11th day of June, 2012

(SEAL) _____

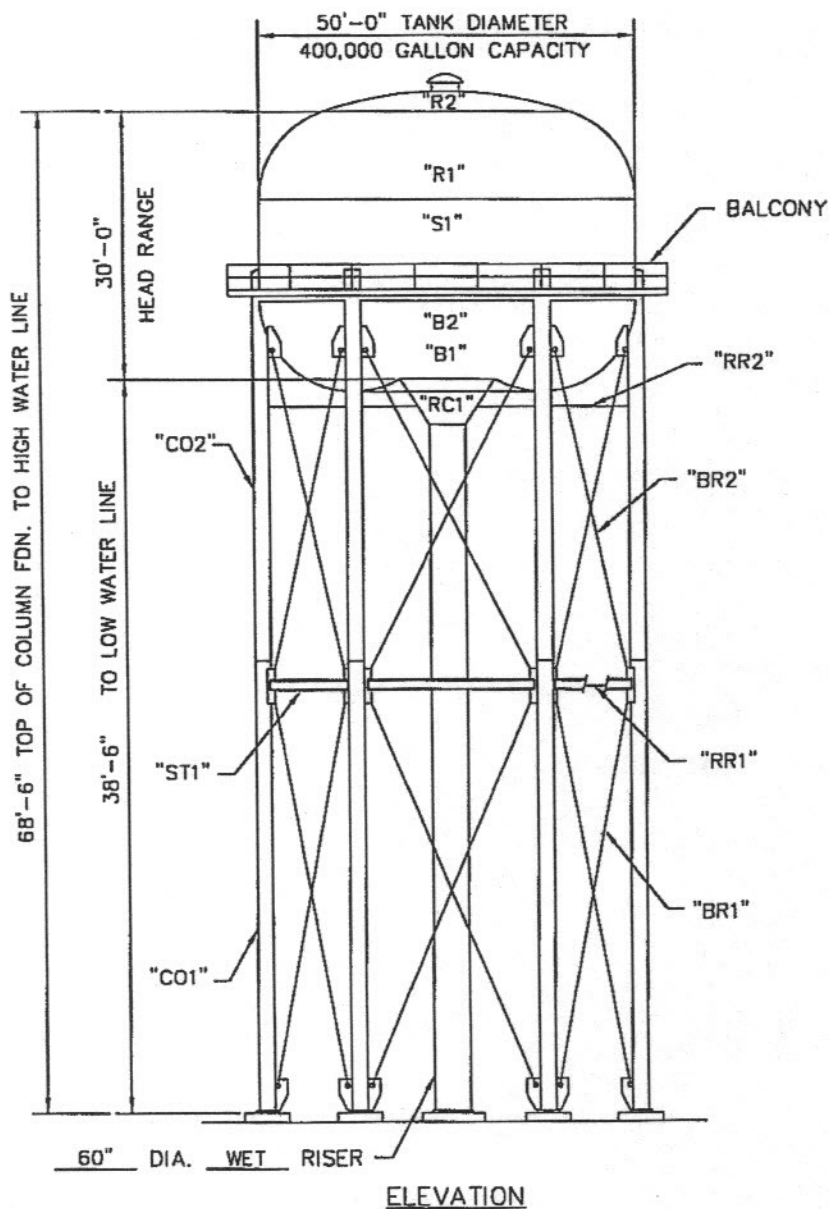
BY: 
Barry L. Geswein, Secretary
Caldwell Tanks, Inc.

400,000 GALLON ELEVATED WATER TANK				JOB NO. 11090	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	1	LS	Mobilization & Demobilization	\$ 5,000	\$ 5,000
2	1	LS	Maintenance of Traffic	\$ 500	\$ 500
3	1	LS	Clearing of Right-of-way	\$ 500	\$ 500
4	1	LS	Construction Stakeout	\$ 1,500	\$ 1,500
5	1	LS	400,000 Gallon Elevated Water Tank, complete	\$ 749,800	\$ 749,800
6	1	LS	Site Work, complete	\$ 41,000	\$ 41,000
7	1	LS	Removal of existing tank, complete	\$ 15,700	\$ 15,700
8	1	EA	Altitude/Flow Control Valve in Vault, complete	\$ 50,000	\$ 50,000
9	1	LS	Replace asphalt and curbs along Clark Street	\$ 22,000	\$ 22,000
TOTAL LUMP SUM BID PRICE = Total of Items 1 thru 9 =				886,000	\$ 886,000
Asphalt Overlay Alternate					
1-1/2" Asphalt Surface Overlay, Complete				\$ 135.00	Per Ton

Caldwell Tanks, Inc.

Contractor

Caldwell Tanks, Inc. acknowledges both Addenda #1 and #2.



MATERIAL THICKNESS

CONTAINER:

"R2" : 1/4"

"R1" : 1/4"

"S1" : 9/32"

"B2" : 9/32"

"B1" : 1/4"

"RC1" : 3/8"

RISER : 11/32"

TOWER:

COLUMNS

DIAMETER: 24"

"CO2" : 3/8" (THICKNESS)

"CO1" : 3/8" (THICKNESS)

STRUT

"ST1" : W8x31

BRACE RODS

"BR2" : 1 1/4"

"BR1" : 1 3/8"

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

ALL ACCESSORIES TO BE INCLUDED PER SPECIFICATIONS.

SIZES AND THICKNESSES SUBJECT TO CHANGE WITH FINAL DESIGN.

SITE CLASS: C

SEISMIC LOAD - $S_B = 26.5\%$ $S_1 = 12.4\%$

BASIC WIND SPEED - PER AWWA D100-11

6 PLUMB COLUMNS

DIAMETER AT TOP OF FOUNDATION - 50'-0"

CALDWELL
Since 1887
Water - Energy - Industrial

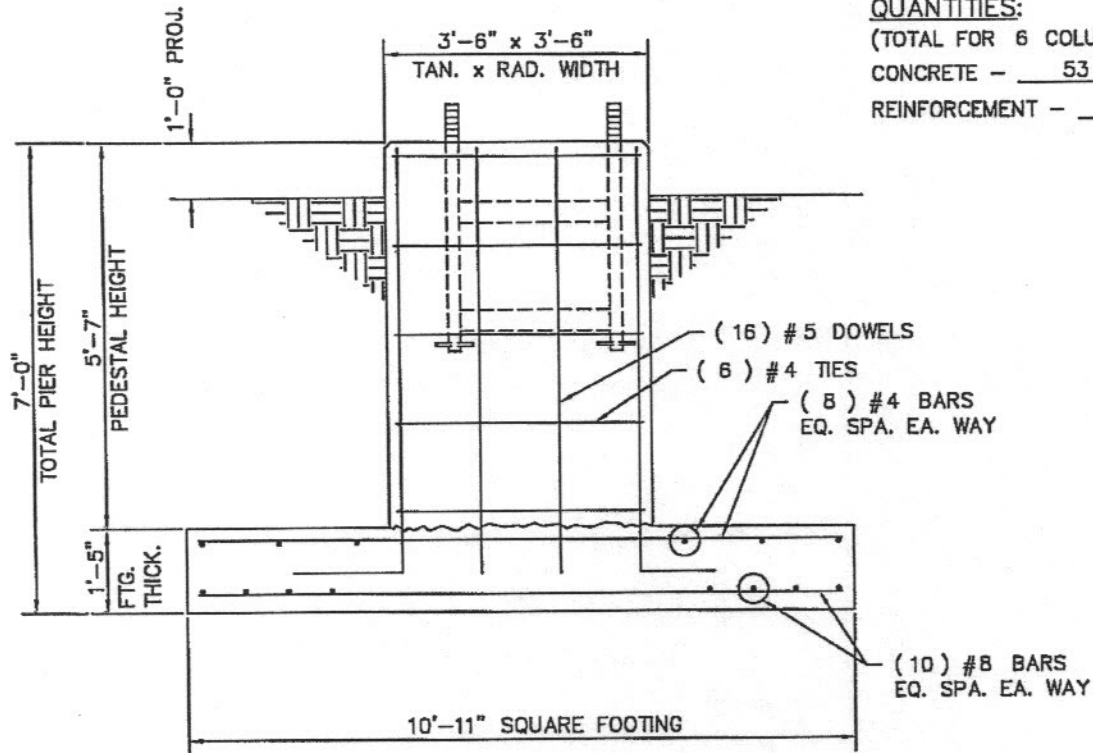
GREENVILLE, IN
400,000 GALLON TORUS BOTTOM TANK

BY: AAH/WF

TITLE: BID SKETCH

DATE: 05/31/12

DRAWING NO.: SB-L1-MP



QUANTITIES:
 (TOTAL FOR 6 COLUMNS)
 CONCRETE - 53 CU. YDS.
 REINFORCEMENT - 5,200 LBS.

PEDESTAL SECTION

NOTES:

1. THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.
2. IF ROCK IS ENCOUNTERED IN ANY OF THE FOUNDATION BEARING SURFACES, THAT ROCK WILL HAVE TO BE REMOVED TO A LEVEL 18" BELOW THE FOUNDATION BEARING LEVEL AND REFILL IT WITH SOIL COMPACTED TO BETWEEN 88% AND 92% OF THE SOILS MAXIMUM DRY DENSITY AS MEASURED BY THE STANDARD PROCTOR TEST.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

ANCHOR BOLT CIRCLE DIA. - 50'-0"

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD - $S_5 = 26.5\%$ $S_1 = 12.4\%$

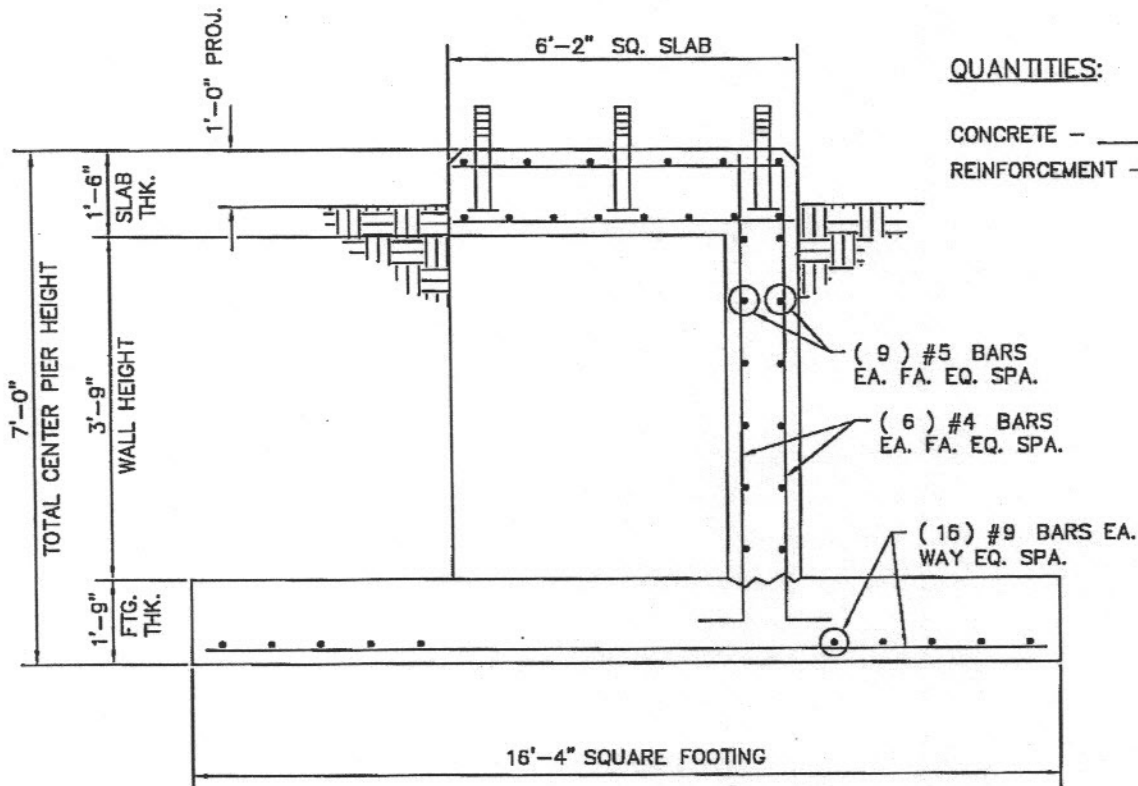
BASIC WIND SPEED - PER AWWA D100-11

NET ALLOWABLE BEARING CAPACITY - 4,000 PSF

CONCRETE STRENGTH - 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL TANKS, INC.	
LOUISVILLE, KY.	NEWNAN, GA.
GREENVILLE, IN 400,000 GALLON TORUS BOTTOM TANK	
BY: AAH/WF	TITLE: COLUMN PIER DETAIL
DATE: 05/31/12	DRAWING NO.: BID



QUANTITIES:

CONCRETE - 22 CU. YDS.
 REINFORCEMENT - 2,800 LBS.

CENTER PIER SECTION

(3) WALLS REQUIRED

NOTES:

1. THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.
2. IF ROCK IS ENCOUNTERED IN ANY OF THE FOUNDATION BEARING SURFACES, THAT ROCK WILL HAVE TO BE REMOVED TO A LEVEL 18" BELOW THE FOUNDATION BEARING LEVEL AND REFILL IT WITH SOIL COMPACTED TO BETWEEN 88% AND 92% OF THE SOILS MAXIMUM DRY DENSITY AS MEASURED BY THE STANDARD PROCTOR TEST.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD - $S_s = 26.5\%$ $S_1 = 12.4\%$

BASIC WIND SPEED - PER AWWA D100-11

NET ALLOWABLE BEARING CAPACITY - 4,000 PSF

CONCRETE STRENGTH - 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL TANKS, INC.

LOUISVILLE, KY. NEWNAN, GA.

GREENVILLE, IN
 400,000 GALLON TORUS BOTTOM TANK

BY: AAH/WF

TITLE: CENTER PIER DETAIL

DATE: 05/31/12

DRAWING NO.:

BID

EXHIBIT "D"

GREENVILLE MUNICIPAL WATER UTILITY

SCHEDULE OF ESTIMATED SOURCES AND USES OF FUNDS

USES OF FUNDS:	PROJECT COSTS
CONSTRUCTION:	
WATER TOWER PROJECT	\$ 1,017,043
CONTINGENCIES	101,704
TOTAL CONSTRUCTION COSTS	<u>1,118,747</u>
OTHER NON-CONSTRUCTION COSTS:	
ENGINEERING- CONSTRUCTION ADMIN. & INSPECTION	100,000
LEGAL, FINANCIAL, BOND COUNSEL & ADMINISTRATIVE COST CONTINGENCIES	<u>81,253</u>
TOTAL NON-CONSTRUCTION COSTS	<u>181,253</u>
TOTAL USES OF FUNDS	<u>\$ 1,300,000</u>
SOURCES OF FUNDS:	PROJECT FUNDING
WATER WORKS REVENUE BONDS OF 2012 - SRF LOAN	<u>\$ 1,300,000</u>
TOTAL	<u>\$ 1,300,000</u>

SEE ACCOUNTANT'S COMPILATION REPORT.

EXHIBIT "D"

DWSRF Loan Program Financial Information Form

	PER Costs	As Bid
Proposed Project Costs:		
Supply/wells cost	\$ 85,000.00	\$ 105,160.80
Transmission / distribution System cost	\$ 25,000.00	\$ 89,346.00
Treatment cost	\$ -	\$ -
Storage cost	\$ 727,500.00	\$ 822,536.00
Subtotal construction cost	\$ 837,500.00	\$ 1,017,042.80
Contingencies (should not exceed 10% of construction cost)	\$ 83,750.00	\$ 101,704.28
Non-construction costs e.g., engineering, legal and financial services related to the project, land costs, start-up costs, and construction inspection	\$ 156,000.00	\$ 181,253.00 *
Total Project Cost	\$ 1,077,250	\$ 1,300,000
The following are not SRF Loan Program eligible:	\$ -	\$ -
Previously funded SRF components that have not met useful life	\$ -	\$ -
Materials and work done on private property	\$ -	\$ -
Grant application and income surveys done for other agencies	\$ -	\$ -
Expenses incurred as a part of forming a utility, Regional Sewer / Water District , or Conservancy District	\$ -	\$ -
Total Ineligible Costs	\$ -	\$ -
List other grand / loan funding sources and amounts		
Other grants	\$ -	\$ -
Other loans	\$ -	\$ -
Hook-on fees	\$ -	\$ -
Cash on hand	\$ -	\$ -
Total Other Funding Sources	\$ -	\$ -
Requested SRF Loan	\$ 1,077,250	\$ 1,300,000
Estimated post-project user rate for 4,000 gallons	\$ 32.12	
Anticipated SRF interest rate	2.48%	

Financial Advisor:
Firm Contact O.W. Krohn & Assoc., LLP
Name Otto Krohn

Bond Counsel:
Firm Contact Barnes & Thornburg
Name Jim Gutting

* Includes \$100,000 budget for Design and Inspection, and \$81,253 for legal, financial, bond council, and administrative cost contingencies.

EXHIBIT "C"

**STATE OF INDIANA
DRINKING WATER REVOLVING LOAN PROGRAM**

FINANCIAL ASSISTANCE AGREEMENT made as of this ____ day of June, 2012 by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the Town of Greenville, Indiana (the "Participant"), a political subdivision as defined in I.C. 13-11-2-164, operating its water utility under I.C. 8-1.5, witnesseth:

WHEREAS, the State's Drinking Water Revolving Loan Program (the "Drinking Water SRF Program") has been established in accordance with the federal Safe Drinking Water Act and any regulations promulgated thereunder, and pursuant to I.C. 13-18-21 (the "Drinking Water SRF Act"), which Drinking Water SRF Act also establishes the drinking water revolving loan fund (the "Drinking Water SRF Fund"); and

WHEREAS, pursuant to the Drinking Water SRF Act, the State was authorized to fund the Drinking Water SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Drinking Water SRF Program, and prior to May 15, 2005 so funded and operated the Drinking Water SRF Program; and

WHEREAS, the Indiana Bond Bank (the "Bond Bank") has had a longstanding commitment to finance water quality and drinking water projects for qualified entities by issuing its bonds, pursuant to I.C. 5-1.5, for the purpose of buying securities of such qualified entities and financed by the Drinking Water SRF Program, including the required state matching funds, and prior to May 15, 2005 so financed the Drinking Water SRF Program; and

WHEREAS, pursuant to Public Law 235-2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Drinking Water SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Drinking Water SRF Program) and to the Bond Bank in all matters related to the financing of the Drinking Water SRF Program (including the Bond Bank's outstanding State Revolving Fund Program Bonds and securities of all qualified entities purchased with the proceeds of such bonds); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has determined to undertake a drinking water system project (as more fully described herein, the "Project") and to borrow money from the Drinking Water SRF Program to construct and acquire the Project; and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall, for all purposes of this Agreement, have the following meaning:

“Agency” shall mean the United States Environmental Protection Agency or its successor.

“Authorizing Instrument(s)” shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

“Authorized Representative” shall mean the Clerk-Treasurer of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

“Bond” or **“Bonds”** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

“Bond Fund” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

“Business Day” shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

“Commission” shall mean the Indiana Utility Regulatory Commission created under I.C. 8-1-1-2 or its successor.

“Construction Fund” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

“Credit Instrument” means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Drinking Water System, which bonds are on a parity with the Bonds.

“Credit Provider” means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

“Department” shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

“Deposit Agreement” shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

“Deposit Agreement Counterparty” shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

“Director of Environmental Programs” shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director’s assumption of the duties previously assigned to the Drinking Water SRF Program Representative and the Drinking Water SRF Program Director) and where not limited, such person’s designee.

“Disbursement Agent” shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

“Disbursement Request” shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

“Drinking Water SRF Fund” shall mean the drinking water revolving loan fund as established by I.C. 13-18-21-2.

“Drinking Water SRF Indenture” shall mean the Third Amended and Restated Drinking Water SRF Trust Indenture, dated as of April 1, 2007 between the Finance Authority (as successor by operation of law to the State in all matters related to the Drinking Water SRF Program) and the Trustee, as amended and supplemented from time to time.

“Drinking Water System” shall mean all, or any part of, the system for the provision to the public of water for human consumption through pipes and other constructed conveyances that:

- (1) has at least fifteen (15) service connections; or
- (2) regularly serves at least twenty-five (25) individuals;

and as further defined and described in I.C. 13-11-2-177.3 and SRF Policy Guidelines, as amended and supplemented from time to time.

“Eligible Cost(s)” shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

“Finance Authority” shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

“Finance Authority Bonds” shall mean (A) any Indiana Bond Bank State Revolving Fund Program Bonds issued as a part of the Drinking Water SRF Program within the meaning of the Drinking Water SRF Indenture and (B) any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Drinking Water SRF Program within the meaning of the Drinking Water SRF Indenture.

“Financial Assistance” shall mean the financial assistance authorized by the Safe Drinking Water Act, including the Loan.

“Loan” shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant’s Drinking Water System or refinance an existing debt obligation where such debt was incurred and building of such systems began after July 1, 1993, but does not mean the provision of other Financial Assistance.

“Loan Reduction Payment” shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

“Non-Use Close-out Date” shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant’s Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

“Non-Use Fee” shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Drinking Water SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant’s Construction Fund by the Non-Use Assessment Date.

“Non-Use Assessment Date” shall mean July 1, 2014 and the first day of each sixth (6th) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

“Operation and Maintenance” shall mean the activities required to assure the continuing dependable and economic function of the Drinking Water System, including maintaining compliance with primary and secondary drinking water standards, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Drinking Water System, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

“Plans and Specifications” shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

“Preliminary Engineering Report” shall mean the information submitted by the Participant that is necessary for the Finance Authority (or if submitted to the Department prior to May 15, 2005, then the Department in its role as predecessor to the Finance Authority in certain matters related to the Drinking Water SRF Program) to determine the technical, economic and environmental adequacy of the proposed Project.

“Project” shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

“Purchase Account” shall mean the account by that name created by the Drinking Water SRF Indenture and held as part of the Drinking Water SRF Fund.

“Safe Drinking Water Act” shall mean the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. and other laws, regulations and guidance supplemental thereto, as amended and supplemented from time to time.

“Settlement Costs” shall mean any and all fees, costs, losses or expenses incurred (or estimated to be incurred) by the Finance Authority resulting or arising from a Loan Reduction Payment (including without limitation interest and earnings differentials when the Finance Authority seeks to lend such Loan Reduction Payment to another Drinking Water SRF Program borrower). In connection with the Loan made pursuant to this Agreement, there are agreed to be no Settlement Costs.

“Settlement Fee” shall mean a fee payable by the Participant to the Finance Authority to compensate the Finance Authority for its Settlement Costs in circumstances where there has been a Loan Reduction Payment.

“SRF Policy Guidelines” shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Drinking Water SRF Program.

“State” shall mean the State of Indiana.

“Substantial Completion of Construction” shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Drinking Water SRF Indenture.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The Finance Authority agrees to Loan an amount not to exceed _____ Dollars (\$_____) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report (“Planning”), (b) eligible design services for the production of Plans and Specifications (“Design”) and (c) eligible construction costs, including financing and legal costs (“Construction”). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to GLA: 111-565, For Final Credit: TAS #610026, Account Name: IN SRF QE Deposit, Attn: Amy L Oram. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of _____ - hundredths percent (___%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 13-18-21-10 and -15. Interest, if any, on the Bonds will be payable on January 1 and July 1 of each year, commencing January 1, 2013. The Bonds will be in the aggregate principal amount of _____ Dollars (\$_____). Subject to Section 2.05 and 2.06 herein, the Bonds will mature on January 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is twenty (20) years after Substantial Completion of Construction. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

Section 2.03. Disbursement Conditions. Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Drinking Water SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 13-18-21, SRF Policy Guidelines, the Safe Drinking Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Drinking Water SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the

Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Drinking Water System if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Drinking Water System, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Drinking Water System (including the Bonds).

Section 2.04. Disbursement Procedures. Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

Section 2.05. Effect of Disbursements. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the Disbursement Agent (and if made from any amounts

held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement. (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, and to pay a Settlement Fee, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided, unless otherwise approved by the Finance Authority, any such reimbursement shall be limited to the amount thereof that the Participant causes to be used to pay the Settlement Fee. If the Participant fails to make such Loan Reduction Payment or to pay a Settlement Fee by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment together with any Settlement Fee payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

Section 3.01. Planning, Design and Construction Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Drinking Water System.

(e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority (or if approved by the Department prior to May 15, 2005, then the Department in its role as predecessor to the Finance Authority in certain matters related to the Drinking Water SRF Program) of the Preliminary Engineering Report.

(f) Obtain the property rights necessary to construct the Drinking Water System and, in procuring any such rights comply with federal and State law.

(g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and Agency Form 5700-49 ("Certification Regarding the Debarment, Suspension, and Other Responsibility Matters").

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1)

submission to the Finance Authority (or if submitted to the Department prior to May 15, 2005, then the Department in its role as predecessor to the Finance Authority in certain matters related to the Drinking Water SRF Program) of Project change orders, (2) obtaining approval from the Director of Environmental Programs of any Project change order which significantly changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and the Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Drinking Water System and (3) the books and other financial records of the Drinking Water System, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

Section 3.02. General Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Drinking Water System for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Drinking Water System in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Drinking Water System or any portion thereof or any interest therein without the prior written consent of the Finance Authority.

(c) Obtain and maintain the property rights necessary to operate and maintain the Drinking Water System, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Drinking Water System and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Drinking Water System unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Drinking Water System in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(h) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Drinking Water System, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Drinking Water System, or that in any way uses or is served by the Drinking Water System, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the Participant) to provide for the proper Operation and Maintenance of the Drinking Water System, to comply with and satisfy all covenants

contained herein and to pay all obligations of the Drinking Water System and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(i) If the Bonds are payable from the revenues of the Drinking Water System, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Drinking Water System without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Drinking Water System; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Drinking Water System, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Drinking Water System, or to refund obligations of the Drinking Water System, subject to the conditions, if any, in the Authorizing Instrument.

(j) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq.*, the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(k) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Drinking Water System and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Drinking Water System in accordance with applicable federal, State and local law.

(l) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(m) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(n) In any year in which total expenditures of Federal financial assistance received from all sources exceed \$500,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see Circular A-133) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(o) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an A-133 audit in which SRF Federal financial assistance was less than \$500,000.

(p) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(q) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Drinking Water System which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(r) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Section 3.03. Representations and Warranties of the Participant. After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under state law, and constitutes a “political subdivision” within the meaning of I.C. 13-11-2-164 and a “participant” within the meaning of I.C. 13-11-2-151.1. The Project and the Drinking Water System are subject to I.C. 8-1.5.

(b) The Participant and its Drinking Water System are not subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law and the Project and the Bonds are not subject to the Commission’s review and approval requirements. If the Participant or its Drinking Water System is subject to the jurisdiction of the Commission under I.C. 8-1-2 or any other applicable law, the Commission has reviewed and approved the Project and the issuance of the Bonds and no additional approvals or consents are required to be obtained from the Commission related thereto.

(c) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(d) By all required action, the Participant has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(e) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Drinking Water System, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(f) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(g) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(h) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(i) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(j) For any outstanding bonds payable from the revenues of the Drinking Water System which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Drinking Water System as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Drinking Water SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In

furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV
DEFAULTS

Section 4.01. Remedies. The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term “including” herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

Section 5.03. No Waiver. Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

Town of Greenville
Town Hall
P.O. Box 188
Greenville, Indiana 47124-0188
Attention: Clerk-Treasurer

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds.

Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than ten (10) days after any request), any Settlement Fee; (4) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (5) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Drinking Water SRF Program; and (6) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to \$10,000, which may be paid from a Loan disbursement.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

Section 5.12. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

Section 5.13. Federal Award Information. The Catalogue of Federal Domestic Assistance ("CFDA") Number for the Authority's Drinking Water SRF Program is 66.468 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Drinking Water State Revolving Funds."

(End of Article V)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

TOWN OF GREENVILLE, INDIANA

INDIANA FINANCE AUTHORITY

“Participant”

“Finance Authority”

By: _____

By: _____

Printed: _____

James P. McGoff
Director of Environmental Programs

Title: _____

Attested by Finance Authority Staff:

Attest: _____

By: _____

EXHIBIT A

The Project improvements include:

- [to come from PER approval including w/n GPR below applies]

The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at www.srf.in.gov.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

EXHIBIT B
Principal Payment Schedule

<u>Maturity Date</u>	<u>Total Loan Principal Amount</u>
1/1/2013	
1/1/2014	
1/1/2015	
1/1/2016	
1/1/2017	
1/1/2018	
1/1/2019	
1/1/2020	
1/1/2021	
1/1/2022	
1/1/2023	
1/1/2024	
1/1/2025	
1/1/2026	
1/1/2027	
1/1/2028	
1/1/2029	
1/1/2030	
Total	

EXHIBIT C
Credit Instrument

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

The following additional terms related to GPR Projects (and the related defined terms) are applicable to the Loan.

“GPR Projects” shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Drinking Water SRF Act.

“GPR Projects Adjustment Fee” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Drinking Water SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the amount referenced in the Participant’s business case or categorical exclusion posted at www.srf.in.gov), all as determined by the Finance Authority.

“GPR Projects Expenditures” shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Drinking Water SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant’s business case or categorical exclusion, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. Within ninety (90) days following Substantial Completion of Construction, the Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting GPR Projects prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

[End of Exhibit D]

EXHIBIT H



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

PERMIT FOR PUBLIC WATER SUPPLY CONSTRUCTION

Mr. Gary Getrost, Superintendent
Greenville Municipal Water Utility
9706 Clark Street
Greenville, Indiana 47124

WS-10863

Permit Number

APR 24 2012

Date Issued

Patrick Carroll, Chief
Drinking Water Branch
Office of Water Quality

You are hereby notified that the Office of Water Quality has approved the general design of plans and specifications of water works improvements to the Greenville Municipal Water Utility public water system (PWSID 5222004). This is to provide water system improvements in Greenville, Floyd County, Indiana. This Permit is issued under provisions of Indiana Code (IC) 13-15, IC 13-18-16, 327 Indiana Administrative Code (IAC) 8-3, and 327 IAC 8-4-1.

Pursuant to IC 13-15-5-3 and IC 4-21.5-3-4(d), this Permit is effective on the date issued.

The project consists of the installation of a 400,000 gallon elevated tank, a booster pump station and approximately 2,500 feet of 12-inch PVC pipe, together with all the necessary appurtenances.

This Permit is issued with the following conditions:

1. That the permittee notify, in writing, Sherri Winters, Chief, Permit, Certification & Capacity Section, a minimum of ten (10) days, excluding Saturdays, Sundays, and State of Indiana holidays, before exercising a permit issued in accordance with 327 IAC 8-3. The notification must include the construction permit number assigned, the location of the construction, a description of the construction, anticipated duration of the construction, and the phone number of the permittee or permittee's representative who will be present during the construction;



2. That after the commissioner has granted a construction permit, no changes in the application, plans, or specifications be made other than changes involving the replacement of equipment of similar design and capacity, none of which will change adversely the plant operation, its hydraulic design or waste products, or the distribution system design, operation, or capacity without first submitting in writing to the commissioner a detailed statement of such proposed changes and receiving an amended construction permit from the commissioner. Construction permits shall become void if the construction is not started within one (1) year from the date of issuance of the permit unless the duration of the permit has been extended by the commissioner after receiving a written request from the permittee, prior to the expiration of the permit, requesting such extension with no other changes to the permit, application, plans, or specifications as approved by the commissioner;
3. That the possession of any permit authorized by 327 IAC 8-3 not be construed to authorize the holder of the permit to violate any law of the State of Indiana or rule;
4. That the facility be designed, constructed, installed, and operated in such a manner that it will not violate any of the sanitary or health regulations or requirements existing at the time of application for the permit;
5. That the facility conform to the design criteria in the 2007 Edition of the "Recommended Standards for Water Works" established by the Great Lakes - Upper Mississippi River Board of State Public Health and Environmental Managers, the American Water Works Association (AWWA) standards, or is based on such criteria which the applicant shows will produce drinking water of satisfactory quality and normal operating pressure at the peak operating flowrate in accordance with 327 IAC 8-3;
6. That the facility will conform to any additional requirements to produce consistently satisfactory results;
7. That the public water system not willfully introduce, permit, or suffer the introduction of a direct additive or indirect additive into the drinking water that does not meet the requirements of 327 IAC 8-1-2;
8. That pipes, fittings, valves, and fire hydrants conform to the latest standards issued by the American Water Works Association and/or National Sanitation Foundation (NSF). Special attention must be given to selecting pipe materials which will protect against both internal and external pipe corrosion. Pipes and pipe fittings containing more than eight percent (8%) lead shall not be used. All products must comply with American National Standards Institute/NSF standards;

9. That the materials and designs used for elevated water storage structures provide stability and durability as well as protect the quality of the stored water. Welded steel structures must follow the current American Water Works Association Standard, D100-05, concerning welded steel tanks for water storage. Other materials of construction are acceptable when properly designed to meet the requirements of Part 7 in the 2007 Edition of the "Recommended Standards for Water Works" established by the Great Lakes - Upper Mississippi River Board of State Public Health and Environmental Managers;
10. That fencing, locks on access manholes, and other necessary precautions be provided to prevent trespassing, vandalism, and sabotage;
11. That the vents on elevated water tanks open downward and be fitted with four (4) mesh or with finer non-corrodible screen in combination with an automatically resetting pressure-vacuum relief mechanism;
12. That coating of the 400,000 gallon elevated water storage tank shall comply with the current American Water Works Association Standard, D102-97, Coating Steel Water Storage Tanks;
13. That products coming into contact with the finished water comply with NSF Standard 61. All products must comply with ANSI/NSF standards. This requirement applies to any protective materials (e.g. paints, coatings, etc.), joining and sealing materials (e.g. adhesives, caulks, gaskets, primers and sealants) and mechanical devices (e.g. electrical wire, switches, sensors, valves, submersible pumps);
14. That excessive storage capacity be avoided where water quality deterioration may occur and that the reservoir be designed to facilitate the turn over of water;
15. That the elevated water storage structure have an overflow which is brought down to an elevation between twelve (12) and twenty-four (24) inches above the ground surface and discharges over a drainage inlet structure or a splash plate. This overflow must not be connected directly to a sewer or storm drain, must be screened with a four mesh, non-corrodible screen, and the overflow discharge must be visible;
16. That disinfection of the elevated water storage tank follow procedures outlined in American Water Works Association Standard C652-02 and produce bacteriologically satisfactory water in two (2) successive sets of samples collected at twenty-four (24) hour intervals before the elevated water storage structure is placed into operation;
17. That disposal of chlorinated water be in accordance with State requirements;

18. That the pump station be graded so as to lead surface drainage away from the station;
19. That with any pump out of service, the remaining pump or pumps be capable of providing the maximum pumping demand of the system;
20. That the pump station have adequate heating to prevent freezing of equipment or treatment processes;
21. That the pump station be provided with crane-ways, hoist beams, eyebolts, or other adequate facilities for servicing or removal of pumps, motors or other heavy equipment;
22. That each pump have a check valve on the discharge side between the pump and the shut-off valve;
23. That each pump have a pressure gauge on its discharge line and a compound gauge on its suction line located as close as possible to the pump;
24. That a control device be installed to either prevent operation of the booster pump, or else to automatically throttle flow to or from the booster pump as necessary to maintain a minimum of twenty (20) pounds per square inch, gauge, pump suction pressure;
25. That automatic or remote control devices for the booster pump have a range between the start and cutoff pressure which will prevent excessive recycling;
26. That an operation and maintenance manual including a parts list and parts order form, operator safety procedures and an operational trouble-shooting section be supplied to the water works as part of any proprietary unit installed as part of the water system;
27. That all pipes and equipment which can convey or store potable water be disinfected in accordance with procedures outlined by American Water Works Standard C653-97. The plans and/or specifications must outline the procedure and include the disinfection dosage, contact time, and method of testing the results of the procedure;
28. That all PVC pipe and accessories be inspected, unloaded, handled, stored, installed, pressure and leak tested, and disinfected in accordance with the provisions of American Water Works Association (AWWA) Standards C900-97 and C905-97. If an AWWA Standard is not available for the particular installation, the manufacturer's recommended installation procedure must be followed;

29. That no water main be within eight (8) feet of a sanitary sewer manhole, a storm sewer manhole, or a drainage grate support structure as measured from the outside edge of the water main to the outside edge of the sanitary sewer manhole, storm sewer manhole, or drainage grate support structure;
30. That cased water mains conform to American Water Works Association Standard (AWWA) C600-05;
31. That continuous and uniform bedding be provided by open trench or horizontal boring for all buried pipe. Backfill material must be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. All stones unable to pass through a U.S. Standard Sieve opening of two (2) inches that are found in the trench within six (6) inches of the outside edge of the pipe must be removed;
32. That water mains be covered with earthen cover in accordance with 327 IAC 8-3.2-17(d);
33. That all connections between pipes have mechanical joints or slip-on joints with rubber gaskets with the exception of steel pipe that may be welded, polyethylene pipes that may be thermojoined by a person who is a manufacturer's certified thermojoiner, or water mains that go under surface water bodies greater than fifteen (15) feet in width at the crossing point;
34. That all new, cleaned, or repaired water mains be disinfected in accordance with American Water Works Association Standard C651-99;
35. That, after final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least twenty four (24) hours apart, be collected from the new main. All samples must be tested for bacteriological quality in accordance with the 19th edition of the Standard Methods for the Examination of Water and Wastewater, and must show the absence of coliform organisms; and
36. That laboratory reports presenting sample results must be sent to the Drinking Water Branch within ten (10) working days of receipt from the laboratory. The laboratory results must have the assigned permit number, WS-10863;

Plans and specifications titled Greenville Municipal Water Utility, Water Tank, Booster Station, and Water Main Extension, Greenville, Indiana, certified by Jorge I. Lanz, P.E., were submitted by Jacobi, Toombs, and Lanz, Inc, on March 15, 2012.

This Permit shall become void if construction is not started by May 2013. Any fundamental change in plans or specifications which may affect drinking water quality, operations, or public health must be submitted for review and approval by this agency.

This Permit may be modified, suspended, or revoked for cause including, but not limited to the following:

1. Violation of any term or condition of this Permit; or,
2. Obtaining this Permit by misrepresentation or failure to fully disclose all relevant facts.

Nothing herein shall be construed as guaranteeing that the proposed public water supply facility shall meet standards, limitations or requirements of this or any other agency of state or federal government, as this agency has no direct control over the actual construction and operation of the proposed project.

Any person adversely affected or aggrieved by this decision authorizing construction of this facility may request a review, provided that a petition for administrative review is filed as required by IC 4-21.5-3-7. The petition must be filed within eighteen (18) days of the mailing date of the Permit. The petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved or adversely affected by this decision or a person otherwise entitled to review by law.

If a petition for review is filed within eighteen (18) days of the mailing date of the Permit and a petition for stay of effectiveness of the Permit is filed by a party or another person who has a pending petition for intervention in the proceeding, an environmental law judge shall, as soon as practicable, conduct a preliminary hearing to determine whether the permit should be stayed in whole or in part. The burden of proof in the preliminary hearing is upon the person seeking the stay per IC 4-21.5-3-4.

Additionally, IC 13-15-6-2 requires that a petition include:

1. The name and address of the person making the request;
2. The interest of the person making the request;
3. Identification of any persons represented by the person making the request;
4. The reasons, with particularity, for the request;
5. The issues, with particularity, proposed for consideration at the hearing; and,
6. Identification of the Permit terms and conditions which, in the judgment of the person making the request, would be appropriate in the case in question to satisfy the requirements of law governing permits of the type granted or denied by the Assistant Commissioner's action.

Pursuant to IC 4-21.5-3-1(f), any document serving as a petition for review or review and stay must be filed with the Office of Environmental Adjudication. The filing of such a petition is complete on the earliest of the following:

1. The date on which the petition is delivered or the date of the postmark on the envelope containing the petition, if the petition is mailed via United States Postal Service addressed as follows:

Office of Environmental Adjudication
100 North Senate Avenue
Government Center North
Room 501
Indianapolis, Indiana 46204

or,

2. The date on which the petition is deposited with a private carrier, as shown by a receipt issued by the carrier, if the petition is sent by private carrier.

In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Patrick Carroll, Chief of the Drinking Water Branch, OWQ Drinking Water Branch – Mail Code 66-34; 100 N. Senate Ave, Indianapolis, Indiana 46204-2251.

If you do not object to this Permit, you do not need to take any further action. If you have any questions regarding this matter, please contact Lance Mabry, Environmental Engineer, Office of Water Quality, at 317/234-7423.

cc: Floyd County Health Department
Jorge I. Lanz, P.E., Jacobi, Toombs, and Lanz, Inc.
Karla Goodman, IDEM Field Inspection (electronic copy)
Liz Melvin, Chief, Field Inspection (electronic copy)
Sherri Winters, Section Chief, (electronic copy)
Marc Hancock, IDEM, (electronic copy)