CITY OF HARRISONBURG
DEPARTMENT OF FINANCE AND PURCHASING AND THE DEPARTMENT OF PUBLIC UTILITIES

REQUEST FOR PROPOSAL:
RFP NO. 2014020-PU-P

NORTH RIVER PUMP STATION
UPGRADE 2013
PROJECT 473-12-13
CONTRACT 1: CONSTRUCTION/INSTALL CONTRACT

DATED: JANUARY 31, 2014

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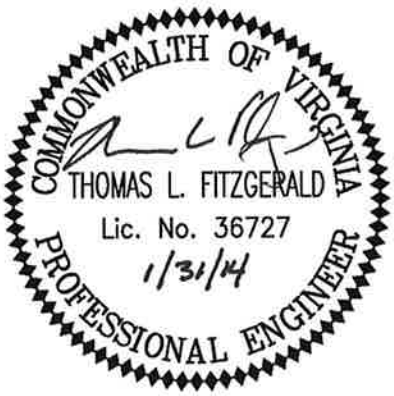

Contact:
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Vice President, Project Manager
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DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

ISSUE DATE: Feb 4, 2014	**REQUEST FOR PROPOSAL NUMBER:** 2014020-PU-P	**FOR:** North River Pump Station Upgrade Construction/Installation Contract #1 Project 473-12-13
DEPARTMENT: Public Utilities	**DATE/TIME OF CLOSING:** **March 6, 2014 at 2:00 pm local time**	**CONTRACT ADMINISTRATOR:** Mike Collins, Public Utilities Director

Mandatory Pre-Proposal Meeting: Thursday February 20, 2014 at 10:00 AM at the Public Utilities Dept., 2155 Beery Road, Harrisonburg, VA 22801

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: __% for payment within____days/net____ days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: ☐ **INDIVIDUAL** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC**

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

**This document must be completed and returned with proposal.*

Division	Section Title	Pages
DIVISION 01 - GENERAL REQUIREMENTS		
	CITY OF HARRISONBURG RFP 2014020-PU-P	13
	RFP ATTACHMENT A1 - PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM	1
	RFP ATTACHMENT A2 - VIRGINIA STATE CORPORATION COMMISSION FORM	1
	RFP ATTACHMENT A3 - CITY OF HARRISONBURG STANDARD CONTRACT TERMS AND CONDITIONS	8
	EJCDC C-430 BID BOND	2
	EJCDC C-510 NOTICE OF AWARD	1
	EJCDC C-520 FORM OF AGREEMENT	8
	EJCDC C-550 NOTICE TO PROCEED.	1
	EJCDC C-610 PERFORMANCE BOND	2
	EJCDC C-615 PAYMENT BOND	2
	EJCDC C-700 MODIFIED STANDARD GENERAL CONDITIONS	53
011000	SUMMARY	3
012600	CONTRACT MODIFICATION PROCEDURES	2
012900	PAYMENT PROCEDURES	3
013100	PROJECT MANAGEMENT AND COORDINATION	6
	REQUEST FOR INFORMATION FORM	1
013200	CONSTRUCTION PROGRESS DOCUMENTATION	7
013300	SUBMITTAL PROCEDURES	9
014000	QUALITY REQUIREMENTS	4
014200	REFERENCES	5
015000	TEMPORARY FACILITIES AND CONTROLS	5
016000	PRODUCT REQUIREMENTS	13
017300	EXECUTION	7
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3
017500	TESTING AND STARTUP	5
017700	CLOSEOUT PROCEDURES	4
017839	PROJECT RECORD DOCUMENTS	3
018300	OPERATION AND MAINTENANCE DATA	6
DIVISION 02 - EXISTING CONDITIONS		
028310	CHAIN LINK FENCES	5
DIVISION 03 - CONCRETE		
033000	CAST-IN-PLACE CONCRETE	10
034100	PRECAST CONCRETE BUILDINGS	4

DIVISION 05 - METALS

051200 .... STRUCTURAL STEEL FRAMING 7
055119 .... METAL GRATING STAIRS 6
055213 .... PIPE AND TUBE RAILINGS 6

DIVISION 26 - ELECTRICAL

260000 .... OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT 1
260519 .... LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES 4
260523 .... CONTROL-VOLTAGE ELECTRICAL POWER CABLES 4
260526 .... GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS 5
260529 .... HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS 5
260533 .... RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS 12
260543 .... UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS 16
260553 .... IDENTIFICATION FOR ELECTRICAL SYSTEMS 8
260573 .... OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY 10
260574 .... OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY 7
262200 .... LOW-VOLTAGE TRANSFORMERS 3
262413 .... SWITCHBOARDS 6
262416 .... PANELBOARDS 6
262726 .... WIRING DEVICES 8
262813 .... FUSES 4
262816 .... ENCLOSED SWITCHES AND CIRCUIT BREAKERS 6
262913 .... ENCLOSED CONTROLLERS 11
262923 .... ENCLOSED VARIABLE FREQUENCY DRIVES (1 TO 500 HP) 13
263600 .... TRANSFER SWITCHES 4
264113 .... LIGHTNING PROTECTION FOR STRUCTURES 4
264313 .... SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS 6
265100 .... INTERIOR LIGHTING 9
265600 .... EXTERIOR LIGHTING 6

DIVISION 31 - EARTHWORK

312000 .... EARTH MOVING 11
315000 .... EXCAVATION SUPPORT AND PROTECTION 2

DIVISION 32 - EXTERIOR IMPROVEMENTS

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329200 .... TURF AND GRASSES 4

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CITY OF HARRISONBURG
DEPARTMENT OF FINANCE AND PURCHASING
AND THE DEPARTMENT OF PUBLIC UTILITIES
REQUEST FOR PROPOSAL:

RFP NO. 2014020-PU-P
NORTH RIVER PUMP STATION UPGRADE 2013
PROJECT 473-12-13
CONTRACT 1: CONSTRUCTION/INSTALL CONTRACT

DATED: JANUARY 31, 2014

1. PURPOSE

The City of Harrisonburg Department of Public Utilities (DPU) is requesting proposals, subject to the specifications and conditions contained herein to construct coordinated improvements to the City's North River Pump Station, 60 East Riverside Drive, Bridgewater, Virginia. A Request for Proposal (RFP) is being utilized in lieu of an Invitation for Bid (IFB) due to the complexity of integrating multiple Contracts required to procure equipment and installation services for the North River Pump Station upgrade.

This solicitation, and the resulting agreement, shall be consistent with the Virginia Public Procurement Act (VPPA) and the City of Harrisonburg's Purchasing and Contracting Policy Manual.

2. BACKGROUND INFORMATION

The DPU is responsible for providing water and sewer services to residences and businesses in the City of Harrisonburg and in portions of neighboring Rockingham County. The North River Pump Station is a key component of the raw water system operated by the DPU.

The North River Pump Station (NRPS) is located at 60 East Riverside Drive, Bridgewater, VA 22812. The NRPS pumps raw water from the North River to the Grandview Drive Water Treatment Plant and has a rated design capacity of 5,300 gallons per minute (GPM) using three existing 350 hp motors. The Installing Contractor providing services on this contract (Contract 1) will upgrade this pump station to enhance flood resiliency, increase operational flexibility and energy efficiency and install various items of independently purchased City equipment (pump motors, switchgear and motor control centers) herein referenced as Owner Furnished Contractor Installed (OFCI) equipment. OFCI equipment is all recently procured City property (new items in original shipping dunnage) stored at the DPU Water Operations Center, Central Stores at 2111 Beery Road, Harrisonburg, Virginia and the Contractor shall be responsible for loading, transport, unloading, and installing this material as part of this general coordinated construction contract.

3. SCOPE OF SERVICES

A. The DPU will evaluate and select a responsive bidder to this request for proposal (Installing Contractor) to upgrade the NRPS as detailed on the Project Drawings and Project Manual titled North River Pump Station Upgrade 2013, Project 473-12-13 dated January 31, 2014. This will

include constructing required NRPS building and site modifications, electrical upgrades, renovation and retrofit of the existing pump station building and installation of the following OFCI equipment items:

i. Three (3) 400 HP, 480V, 3 PH, 60Hz premium-efficiency, vertical hollow-shaft motors procured on Contract 3.

ii. Three (3) 400 HP, 480V, 3 PH, 60Hz Variable Frequency Motor Controllers (VFDs), complete with associated panelboards, switchboards, transfer switches, low voltage transformers and other electrical equipment procured on Contract 2. OFCI equipment provided on Contract 2 includes Switchboard "PS"; Panelboard "P1" and 75 KVA Low Voltage Transformer; Panelboard "EDP"; Panelboard "HP"; Manual Transfer Switch 600A for Pump P-1; Automatic Transfer Switch 600A for Panel EDP.

iii. One - SCADA PLC Terminal Unit; Control Wave with associated programming and wiring terminations procured under Contract 4.

B. The NRPS Improvements Project is being executed under four contracts as follows:

i. Contract 1 - Install Contract; (this solicitation)

ii. Contract 2 - VFD Supplier Contract

iii. Contract 3 - Motor Supplier Contract

iv. Contract 4 - SCADA Supplier Contract

Contract 1, this contract (Install Contract), includes sequenced conversion of three existing 2300V vertical turbine pump motors to 480V operation and VFD control by the Installing Contractor, using new motors and VFDs provided on Contracts 2 and 3 respectively. The Installing Contractor will sequentially install each 480V motor on the three existing pumps following terms of this contract. Each motor, pump and VFD assembly will subject to a 7-14 day commissioning period by the Installing Contractor in cooperation with and fully supported by, the VFD, Motor and SCADA Providers (Contracts 2, 3 and 4) prior to initiating work on the next pump, (four week commissioning period total). Specifications are provided relative to each contract and a full set of construction documents will be provided for the project.

Contract 2 – VFD Supplier Contract and Contract 3 – Motor Supplier Contract are available for review upon request to Owner.

The independent general contractor (Installing Contractor) will be responsible for reconfiguring the NRPS for operation of the new motors, electrical equipment, VFD drives and SCADA telemetry system based upon a new 480V power supply to be coordinated with Dominion Virginia Power as outlined herein.

4. SPECIFICATIONS AND DRAWINGS

Drawings and Project Manual were prepared by WileyWilson, signed/sealed and dated January 31, 2014 titled "North River Pump Station Upgrade 2013 Project 473-12-13".

5. GENERAL CONTRACT CONDITIONS

A. Precedence of Terms**:** In the event there is a conflict between the general contract conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.

B. Valid Contract**:** The extent and character of the services to be performed by the Installing Contractor shall be subject to the general control and approval of DPU Director, or his authorized representative. Any change to the Contract must be approved in writing by the DPU Director and the Installing Contractor.

C. Changes, Additions, Deletions: No changes, additions, deletions or substitutions of Contract Terms and Conditions, Specifications, Quantity, Unit of Issue, Delivery Date, Delivery Charges, or Price will be permitted without the written approval of the DPU Director.

D. Debarment Status**:** By submitting their proposals, Installing Contractors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. Antitrust: By entering into a contract, the Installing Contractor conveys, sells, assigns and transfers to DPU all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States of America and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by DPU under said contract.

F. Insurance: The Installing Contractor shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under this Contract.

1) Comprehensive General Liability

   a. $1,000,000 Bodily Injury and Property Damage per occurrence and aggregate

   b. Comprehensive General Form

   c. Extended Business Liability Endorsement

   d. Independent Contractors Coverage

   e. Products/Completed Operations (to be provided for a minimum of 36 months after completion of the work)

   f. Broad Form Contractual Liability

   g. Personal Injury Liability

2) Comprehensive Automobile Liability

   a. $1,000,000 Combined Single Limits

   b. Statutory Uninsured Motorist Coverage

   c. Hired and Non-owned Coverage

   d. Motor Carrier Act Endorsement

3) Workers Compensation and Employer's Liability

   a. Statutory Coverage for Virginia

   b. $1,000,000 Employer's Liability

   c. Broad Form All States Endorsement

   d. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act.

4) Umbrella Liability

   a. Additional $1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability and the Employer's Liability

Prior to commencing work under the Contract, the successful Installing Contractor shall furnish DPU with a Certificate of Insurance naming DPU as an additional insured endorsed by insurance company licensed to provide insurance services in the Commonwealth of Virginia.

G. SCC Licensing: Corporations conducting business within the Commonwealth of Virginia must be incorporated in the Commonwealth of Virginia or present certification as issued by the Virginia State Corporation Commission and shall complete the attached SCC certification form and submit it with the proposal (See Attachment A2).

H. Hold Harmless Clause: The Installing Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless DPU, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Installing Contractor or his/her employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Installing Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

I. Employees Not to Benefit: As a prerequisite for payment pursuant to the terms of this Contract, there shall be furnished to DPU a statement that no employee of DPU, or members of the immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this Contract.

J. Public Inspection of Procurement Records: Proposals submitted shall be subject to public inspection in accordance with *Virginia Code* §2.2-4342.

K. Proprietary Information: Bids or proposals containing trade secrets or proprietary information submitted by a bidder, Installing Contractor, offerer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of information Act; however, the bidder, Installing Contractor, offerer or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection

is necessary for each section. Claim of trade secrets or proprietary information for the entire bid is not permissible, (See Attachment A1).

L. Samples: Samples, when required in the specifications, shall be delivered to the Utilities Director at the Installing Contractor's/offerer's/bidder's expense by the date and time specified in the bid documents. Samples shall be removed by the Installing Contractor/offerer/bidder at his/her own expense within 30 (thirty) days after written notice to do so. Failure to do so may result in storage of the property at the Installing Contractor's/offerer's/bidder's risk and expense, or declaration as abandoned property and subject to disposal as such.

M. Brand Names/Catalog References: Any catalog, brand name, or manufacturer's reference used in bid invitation is descriptive, not restrictive and shall be deemed to indicate " or approved equal" whether or not so state, unless justification by reason of sole source or emergency condition (e.g. repair parts, etc.) is specifically cited. Proposals/Bids on brands of like nature and quality will be considered, provided the Installing Contractor/offerer/ bidder submits a complete description of same and notes any and all reference numbers. Otherwise, it shall be understood that the specified brand will be furnished. Equality of the like nature items shall be determined by DPU. In such instances, the judgment of DPU is final. Exception to this "or approved equal" clause will be made if the bid calls for prequalification of products. In this case, only those brands and models cited in the bid documents, or those otherwise pre-qualified as set forth in said document, will be considered.

N. Ownership of Material: Ownership of all data, material and documentation originated and prepared for DPU, including any electronic media, shall belong exclusively to DPU and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

O. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Courts of Rockingham County, Virginia. The Installing Contractor shall be in compliance with all of the laws of the Commonwealth of Virginia, all ordinances and laws of Rockingham County and such other standards, codes, and regulations having application to the goods or services provided.

P. Exemption from Taxes: DPU is exempt from State and Federal Taxes. A Tax Exemption Certificate indicating DPU's tax exempt status will be furnished upon request. Tax exemption does not extend to purchases made by Contractor.

Q. Substitutions: No substitutions, including key personnel or cancellations are permitted after Contract award without the written approval of the DPU Director.

R. New Goods, Fresh Stock: Unless otherwise specifically stated, the Installing Contractor shall provide new rather than used goods, fresh stock and the latest model, version, design or pack of any item specified.

S. Price Currency: Unless stated otherwise in the solicitation, Installing Contractors, Offerer's, and Bidders shall state prices in US dollars.

T. Assignment of Contract: This Contract may not be assigned in whole or in part without the written consent of the DPU Director as outlined in the City's General Contract Terms and Conditions.

U. Default: In case of failure to deliver goods or services, the City's General Contract Terms and Conditions shall be applied.

V. Termination: Subject to the provisions below, the Contract may be terminated by DPU upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of DPU until said work or services are completed and accepted.

W. Termination for Convenience: In the event that this Contract is terminated or canceled upon request and for the convenience of DPU, without the required sixty (60) days advance notice, then DPU shall negotiate reasonable termination costs, if applicable.

X. Termination for Cause: Termination by DPU for cause, default or negligence on the part of the Installing Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

6. <u>Special Terms and Conditions</u>

A. Definition of Terms: The terms "Manufacturer/Supplier" or "Installing Contractor" as used in this RFP shall refer to the Installing Contractor for Scope of Services specified herein including any manufacturers, suppliers or subcontractors utilized to furnish the Equipment specified. The terms "Motor Provider", "VFD Provider", and "SCADA Provider" as used in the RFP shall refer to separate parties contracted by DPU to provide the OFCI Equipment installed under this RFP.

B. Performance and Payment Bonds: A performance and payment bond in the amount of one hundred percent (100%) of the estimated value of the Contract shall be required of the successful Installing Contractor. These bonds shall be in a form acceptable to DPU and executed by a Surety duly authorized to do business in the Commonwealth of Virginia.

C. Retainage: Under the provisions of *Code of Virginia* §2.2-4333, the Installing Contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the Contract. All amounts withheld may be included in the Final Payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section. The Installing Contractor may request release of retainage for any portion of the Work completed and accepted provided, however, that adequate progress is being made and DPU approves such release.

D. Partial Payment: DPU will pay the Installing Contractor percentages of the contract price according to the following schedule, based on approved schedule of values to be provided by the Installing Contractor and approved by DPU:

1) 10% within 30 days of delivery of all required shop drawings to DPU.

2) 40% (50% cumulative) within 30 days of completion of the building addition and exterior utility system, base SCADA, SCADA Tower and electrical improvements, (partial monthly progress payments permissible up to this amount). Partial payment shall be made in accordance with Modified Standard General Conditions 8.04 and subsequent references.

3) 10% Per Motor Installation, (30% total, 80% cumulative) within 30 days of DPU issuing a certificate/letter of Substantial Completion for each of the main pumps (partial payments permissible for each pump successfully commissioned). DPU will conduct a substantial completion inspection when the Installing Contractor notifies DPU that ALL of the following has been successfully achieved/performed in accordance with the contract documents:

   a. Installing Contractor's issuance of Certificate of Proper Installation to DPU for all motors;

   b. Installing Contractor's issuance of Certificate of Proper Operation to DPU for all motors;

   c. Installing Contractor's successful completion of all start-up activities, field performance testing and submission of said documentation to DPU.

E. Final Payment: The final payment, which will include the retainage, less any amounts due or claimed by DPU, shall not become due until all punch list items have been resolved to the satisfaction of DPU and after the Installing Contractor has conducted all training and has delivered all documents as described in the Specifications. Within 30 days of completion of said items, DPU shall pay the Installing Contractor the amount therein stated, less all prior partial payments.

7. <u>Instructions for Preparing and Submitting Proposals</u>

A. Questions and Inquiries: Procedural questions about this RFP should be in writing and directed to: Pat Hilliard, Purchasing Agent at Purchasing@harrisonburgva.gov. Technical questions should be directed in writing to Mike Collins, Director of Utilities at mcollins@harrisonburgva.gov. All relevant questions will be answered by written addendum to www.harrisonburgva.gov/bids and on the State of VA purchasing webpage at www.eva.virginia.gov. All questions must be submitted in writing a minimum of seven calendar days prior to solicitation due date in order to be considered).

B. Mandatory Pre-Proposal Meeting: A mandatory pre-proposal conference will be held for this solicitation on February 20, 2014 at 10:00 am at the City of Harrisonburg Department of Utilities, 2155 Beery Road, Harrisonburg, VA followed by a site visit to the North River Pump Station. The scope, contents and delivery of this proposal will be discussed at that time. If any Installing Contractor would like to request a time other than the pre-proposal meeting to conduct an additional site visit, those visits may be scheduled with DPU during or after the scheduled pre-proposal meeting.

C. Contents of Proposals: Information contained in the proposal shall be stated in a clear and concise manner specific to the product being offered and the specifications outlined herein.

D. The Installing Contractor's submittal shall be organized in accordance with the following Table of Contents. Each page of the submission should be numbered sequentially.

Section	Title
1	Executive Summary
2	Relevant Experience and References
3	Guaranteed Delivery Schedule
4	Price Quotation Form

1) Executive Summary

   a. Provide an executive summary highlighting key aspects of the proposal excluding cost information.

   b. The executive summary should not exceed one page in length.

   c. The executive summary shall clearly state and identify who the sole responsible party is for submitting the proposal. There shall only be one responsible party/Installing Contractor.

2) Relevant Experience and References

   a. Identify the location of the corporate headquarters and the location where the project staff will be based during the project.

   b. Identify the Project Manager and Field Representative(s) that will be assigned to this project. Provide brief descriptions of their experience and qualifications and home office locations for each.

   c. Provide a brief company history detailing similar projects meeting the requirements of this RFP.

   d. List all professional and technical certifications/affiliations.

   e. Description of company structure and identify and outline <u>any and all</u> relationships with any partners, equipment suppliers and/or consultants that would be used for this project.

   f. Provide a minimum of ten (10) project references. References shall demonstrate relevant experience in the installation of building, piping and electrical work of similar size and complexity. If available, provide references related to vertical turbine pumping stations for drinking water or raw water supply. Project references must be within the last ten (10) years with a description of each contract, dates, and delineation of construction elements provided.

   g. Provide Owner and Operator contacts for the references/installations listed above. Contact names and telephone numbers are to be provided for all references.

h. State the motor horsepower provided (if applicable) for all references/installations listed above.

3) Guaranteed Schedule

a. Installing Contractor shall provide a guaranteed schedule from issuance of award to final commissioning of equipment and project closeout to DPU.

b. Delivery of three (3) hard copies of the O&M manual and an electronic copy in PDF format is a requirement for acceptance of all installed equipment on the project.

E. The Price Quotation Form shall contain the following items:

1) The base price for the completing the project as outlined in this RFP, broken out by pay items as follows;

a. Delivery of All Required Shop Drawings, (Max. 10% of Contract Value).

b. Completion of Building Addition, Exterior Utility Systems, base SCADA, SCADA Tower and electrical service improvements, (Max. 40% of Contract Value).

c. Completion of Pump Motor Commissioning (Max 30% of Contract Value).

d. Completion of Miscellaneous Contract Items and Punchlist (Remaining Contract Value).

e. If applicable, add or deduct pricing for any other suggested alternate equipment/accessories.

F. Proposal Submission Procedure

1) Proposals must be received at the City of Harrisonburg, Purchasing Department, 345 South Main Street, Room 201, Harrisonburg, VA, 22801 BEFORE 2:00 P.M., Local Prevailing Time, March 6, 2014. Proposals may be hand delivered, mailed, delivered by courier, or shipped to the location above.

2) Proposal Security: Proposals shall be accompanied by a cashier's check or an acceptable bid bond in the amount of 5 percent of the total proposal price using EJCDC Form C-430.

3) Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the Installing Contractor, return mail address, telephone number and the following identification: "RFP No. 2014020-PU-P: NORTH RIVER PUMP STATION UPGRADE 2013; CONTRACT 1: CONSTRUCTION/INSTALL CONTRACT".

4) Provide one copy of the proposal with original signature bound in a three-ring D binder and one electronic copy (CD or USB drive – PDF format). Faxed or e-mailed proposals will not be accepted. Proposals received after the appointed acceptance date and time will not be accepted. It is the sole responsibility of the bidder to ensure their proposal arrives on time. The City of Harrisonburg will not be responsible for any delays.

5) Installing Contractors, prospective bidders, vendors or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act for submission of proposals, authorized inspection visits or appropriate data collection on DPU property, or

any other procurement-related contact with DPU staff, must contact the DPU Director in a timely manner to arrange such accommodations as appropriate.

H. DPU to Bind Firm in Contract: Proposals must give the full name and address of the vendor. Failure to manually sign the Proposal may disqualify it. The person signing the Proposal shall show Title or Authority to bind his/her firm in a contract.

I. Rights of DPU: DPU reserves the right to accept or reject all or any part of any proposal, waive informalities and award the Contract to best serve the interest of DPU.

J. The contents of the Proposal submitted by the successful Installing Contractor and this RFP will become part of any contract/PO awarded as a result of the Scope of Work contained herein.

K. Costs of Proposal Preparation: Any costs incurred by the Installing Contractors in preparing or submitting proposals are the Installing Contractor's responsibility. DPU will not reimburse any Installing Contractor for any costs incurred as a result of a response to this RFP.

L. Addendum and Supplement to Request: Only written communications relative to this procurement will be considered. No oral communication by either the Installing Contractor or any representative of DPU shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and or changes necessitated by appropriately posed questions from potential Installing Contractors and /or representatives of DPU. Written acknowledgement of all addenda is necessary for the bid to be considered complete and responsive. Addenda will be posted on the City web site at www.harrisonburgva.gov/bids and the State of VA purchasing web site at www.eva.virginia.gov. It is the responsibility of the proposer to obtain all addenda information before submitting their proposal. Any and all Addenda must be signed and returned as part of the proposal.

8. <u>Evaluation of Proposals</u>

A. DPU will review and rank the proposals from each Installing Contractor based upon the factors itemized below. Weighting factors will be applied to each category.

1) Quality Factors

a. Relevant experience and performance track-record (20%)

b. Compliance with all aspects of the RFP (10%)

c. Demonstrated Quality Assurance/Quality Control (QA/QC) (10%)

d. Contractors Primary Staff Location Proximity to North River Pump Station Site (10%)

2) Cost Factors

a. Total Construction and Installation Cost (50%)

B. Each proposal will be evaluated with respect to compliance with all technical and administrative requirements as detailed in the RFP.

C. References will be evaluated based on the similarity of the installation as well as comments received from the reference.

D. QA/QC will be evaluated based on the Installing Contractor's QA/QC program and assigned staff certification(s).

E. Selection shall be made of two or more offerers deemed fully qualified and best suited among those submitting proposals on the basis of the factors outlined in this request for proposals, including price. Negotiations shall then be conducted with each of the offerers so selected. Prices shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offerer so selected, the purchasing agent shall select the offerer which in the City's opinion has made the best proposal and shall award the contract to that offerer. Should the purchasing agent determine in writing an in his or her sole discretion that only one offerer is fully qualified, or that one offerer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offerer.

F. DPU reserves the right to not award/select any proposal at its sole discretion. DPU may choose to award based solely upon the base bid or any combination of base bid and additive/deductive alternates at DPU's sole discretion.

G. From the date that the proposals are due, DPU will have 90 days to issue Notice of Award to the Installing Contractor. A written notice of award shall be provided to the successful Installing Contractor within the specified acceptance period. Work on this contract shall be fully completed within six months (180 calendar days of Notice of Award).

H. Notice of Award: DPU will provide public notice announcing its decision to award the contract by posting the Notice of Intent to Award on the City of Harrisonburg's Purchasing web page at: (www.harrisonburg.va.bids; and on the *eVA* website (http://eva.virginia.gov/).

9. Price Quotation Form

NORTH RIVER PUMP STATION UPGRADE 2013
PROJECT 473-12-13
CONTRACT 1: CONSTRUCTION/INSTALL CONTRACT
RFP No. 2014020-PU-P

Item #	Description	Price
1	Total Lump Sum Price	$
Additional Optional Add/Deduct Items		Price
AD-1	Add:	$
AD-2	Add:	$
AD-3	Deduct:	($)
AD-4	Deduct:	($)

Note: Prices are to include all charges, F.O.B. delivery to project site Exceptions to specification listed in the Scope of Services, if any, shall be enumerated below:

_____

_____

BID PACKAGE CONFORMITY CHECKLIST

ITEM #	DESCRIPTION	INCLUDED
1	RFP COVER PAGE AND ACKNOWLEDGEMENT OF ADDENDA	Y N
2	BIDDERS TECHNICAL SUBMITTAL PACKAGE	Y N
3	PRICE QUOTATION FORM (THIS PAGE)	Y N
4	VENDOR IDENTIFICATION & OWNERSHIP DISCLOSURE FORM	Y N
5	IDENTIFICATION OF PROPRIETARY/CONFIDENTIAL INFORMATION FORM	Y N
6	VIRGINIA STATE CORPORATION COMMISSION FORM	Y N
7	CONTRACTOR/VENDOR ACKNOWLEDGES INSURANCE REQUIREMENTS, AND CONTRACT PERFORMANCE AND PAYMENT BOND REQUIREMENTS IF AWARDED THE CONTRACT.	Y N

By:

_____
(Business Name)

_____
(Name and signature of person authorized to sign)

_____
(Title of person authorized to sign)

10. Vendor Identification and Ownership Disclosure

NORTH RIVER PUMP STATION UPGRADE 2013 - PROJECT 473-12-13
CONTRACT 1: CONSTRUCTION/INSTALL CONTRACT
RFP No. 2014020-PU-P

Company:					
Address:					
Contact Person:					
Telephone:		Fax:		E-Mail:	
Organized under the laws of the State of:					
Principal place of business:					
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):					
Name			**Address**		

DPU requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by DPU shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of DPU or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Print: _____ **Title:** _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror:_____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

☐ Check this box if there are none.

Attachment _____

State Corporation Commission Form
(RFP)

<u>Virginia State Corporation Commission ("SCC") registration information</u>: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over $10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

    The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for

Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

   e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

   f. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to

be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363.

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in

competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics,

quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost

profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is http://www.scc.virginia.gov.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER
City of Harrisonburg Department of Utilities
Mike Collins P.E., Director of Utilities
2155 Beery Road
Harrisonburg, VA

BID
Bid Due Date:
Project (Brief Description Including Location):

BOND
Bond Number:
Date (Not later than Bid due date):
Penal sum _____ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Notice of Award

Date: _____

Project: **North River Pump Station Upgrade**	
Owner: City of Harrisonburg Department of Utilities Mike Collins, PE., Director of Utilities	Owner Project No.: 473-12-13
Contract: Base Bid	Engineer's Project No.: 213110.00
Bidder:	
Bidder's Address: *[send Notice of Award 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 _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 8.01 and 8.02) and Modified Standard General Conditions (Paragraph 5.01).
3. Other conditions precedent:

   _____

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

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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

THIS AGREEMENT is by and between City of Harrisonburg (Owner) and

(Contractor).

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

ARTICLE 1 - WORK

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

> The DPU is responsible for providing water and sewer services to residences and businesses in the City of Harrisonburg and in portions of neighboring Rockingham County. The North River Pump Station is a key component of the raw water system operated by the DPU.
>
> The North River Pump Station (NRPS) is located at 60 East Riverside Drive, Bridgewater, VA 22812. The NRPS pumps raw water from the North River to the Grandview Drive Water Treatment Plant and has a rated design capacity of 5,300 gallons per minute (GPM) using three existing 350 hp motors. The Installing Contractor providing services on this contract (Contract 1) will upgrade this pump station to enhance flood resiliency, increase operational flexibility and energy efficiency and install various items of independently purchased City equipment (pump motors, switchgear and motor control centers) herein referenced as Owner Furnished Contractor Installed (OFCI) equipment. OFCI equipment is all recently procured City property (new items in original shipping dunnage) stored at the DPU Water Operations Center, Central Stores at 2111 Beery Road, Harrisonburg, Virginia and the Contractor shall be responsible for loading, transport, unloading, and installing this material as part of this general coordinated construction contract.

This short description of the Work, however, shall not in any way be construed to limit Contractor's obligation for compliance with the Contract Documents.

ARTICLE 2 - THE PROJECT

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

North River Pump Station Upgrade 2013
Project 473-12-13
Contract 1: Construction/Install Contract

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ARTICLE 3 - ENGINEER

1.01 The Project has been designed by

Wiley|Wilson, Inc.
127 Nationwide Drive
Lynchburg, VA 24502-4272
Commission No.: 213110.00

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within ____ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within ___ days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Contractor covenants and agrees the actual damages that may result from failure to complete the Work within the time required under the Contract Documents are uncertain and difficult to determine with exactness and that the amount fixed as liquidated damages in the Contract Documents is not out of proportion to the probable loss. 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 and Owner may retain, deduct and/or offset from money to be paid Contractor $250 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner and Owner may retain, deduct and/or offset from money to be paid Contractor $500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Contractor covenants and agrees that Owner retains the right to make such deduction or offset for liquidated damages at any time prior to and including Final Completion and that the imposition and the deduction and/or offset of such liquidated damages shall not be subject to the notice or claim provisions of the Contract Documents. Contractor further covenants and agrees that Contractor expressly waives any defense as to the validity of any liquidated damages stated in the Contract Documents as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

B. Substantial Completion liquidated damages shall not be cumulative with Final Completion liquidated damages if Contractor fails to be substantially complete by the final completion deadline. Instead, Contractor shall pay Owner Substantial Completion liquidated damages until the Work is substantially complete.

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~~4.04 Early Completion Bonus~~

~~A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will gain a financial benefit if the Work is completed before the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Accordingly, Owner and Contractor agree that as an incentive for early completion, Owner shall pay Contractor (N/A) for each day that Contractor achieves Substantial Completion of the entire Work before the time specified in Paragraph 4.02 for Substantial Completion (the "Bonus"); provided, however, that the Bonus shall not be payable until the time of final payment. If the Contractor has earned a Bonus with respect to the Work, the Owner shall have the right, at the Owner's election, to deduct from the Bonus any amounts due from the Contractor to the Owner. Contractor shall include a provision in each of its subcontracts in excess of 10 percent of the Contract Sum ("Major Subcontractors") that requires the Contractor to pay such Major Subcontractor a share of any Bonus that bears the same ratio to the Bonus as the amount of the Major Subcontract bears to the Contract Sum. In no event shall the Contractor be awarded any portion of the Bonus if the entire Work is not substantially complete on or before expiration of the Substantial Completion Contract Time.~~

~~B. If Contractor achieves Substantial Completion of the entire Work before the Substantial Completion Contract Time and is entitled to a Bonus, then the time specified in Paragraph 4.02 for completion and readiness for final payment shall be reduced to 30 days after the date Contractor actually achieved Substantial Completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Final Completion Contract Time, as modified by this Paragraph, or any proper extension thereof granted by Owner, Contractor shall pay Owner liquidated damages as specified in Paragraph 4.03 above. Any liquidated damages shall first be used to reduce the Bonus, if any.~~

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B, below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work other than Unit Price Work, a Lump Sum of:

($_____)

(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

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ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage~~; and

b. ~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) provided said materials and equipment are scheduled for installation in the Work within a reasonable time and are stored on site or proof is submitted that materials and equipment are stored at a site that is secure and bonded and held in Owner's name.~~

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate ~~of ___ per annum~~ as set forth by the Secretary of the Treasury pursuant to 31 U.S.C. § 3902(a).

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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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. Contractor shall comply with OSHA requirements.

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

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

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

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

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

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

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

K. Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations hereunder.

L. Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder.

M. Contractor is authorized to do business in the state in which the Project is located, and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it and over the Work and Project.

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N. Contractor's execution of this Agreement and its performance thereof is within its duly authorized powers.

O. Contractor possesses the experience and expertise in the administration, construction, management, and superintendence of projects of the size, complexity, and nature of this particular Project, and that it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Performance Bond (pages _____ to _____, inclusive).

3. Payment Bond (pages _____ to _____, inclusive).

4. Other Bonds (pages _____ to _____, inclusive).

   a. _____ (pages _____ to _____, inclusive).

   b. _____ (pages _____ to _____, inclusive).

   c. _____ (pages _____ to _____, inclusive).

5. General Conditions (pages _____ to _____, inclusive).

~~6. Supplementary Conditions (pages _____ to _____, inclusive).~~

7. Specifications as listed in the Table of Contents of the Project Manual.

8. Drawings consisting of _____ sheets with each sheet bearing the following general title: North River Pump Station Upgrades [or] the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

    c. _____.

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

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Construction Change Directives.

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c. Change Order(s).

12. Request for Proposal No. 2014020-PU-P and all Attachments.

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, <u>any rights under or interest</u> (including moneys that may become due and moneys that are due) <u>in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under the Agreement,</u> 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. <u>The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.</u>

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

NONE.

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

This Agreement will be effective on _____, 2014 (which is the Effective Date of the Agreement).

OWNER:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

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

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for Service or Process:

_____

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

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Notice to Proceed

Date: _____

Project: **North River Pump Station Upgrade**	
Owner: City of Harrisonburg Department of Utilities Mike Collins, PE., Director of Utilities	Owner Project No.: 473-12-13
Contract: Base Bid	Engineer's Project No.: 213110.00
Contractor:	
Contractor's Address: *[send Certified Mail, Return Receipt Requested]*	

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 Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is_____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

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

_____ *[add other requirements]*.

	Owner Given by:
	Authorized Signature
	Title
	Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
City of Harrisonburg Department of Utilities
Mike Collins P.E., Director of Utilities
2155 Beery Road
Harrisonburg, VA

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner’s Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
City of Harrisonburg Department of Utilities
Mike Collins P.E., Director of Utilities
2155 Beery Road
Harrisonburg, VA

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver. <u>Each Bidder agrees its bid is subject to acceptance within a period of 90 days from the bid opening date.</u>

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

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

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

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

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

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

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

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

27. *Notice of Award*--The written notice by <u>or on behalf of</u> Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner<u>, if Owner decides to proceed with the Work,</u> will sign and deliver the Agreement <u>to the apparent Successful Bidder</u>. <u>The Notice of Award shall not be construed as an agreement, contract, or any other legal obligation between the Owner and Contractor.</u>

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

36. *Related Entity* -- An officer, director, partner, <u>member, shareholder,</u> employee, agent, consultant, or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*

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

C. *Day*

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

D. *Defective*

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

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

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c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

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

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

B. At Engineer's sole discretion, Engineer may reissue the Drawings and Project Manual incorporating addenda, changes negotiated before the effective date of the contract, and clarifications to issues which arose prior to the effective date of the contract, as the Engineer may deem appropriate and convenient. Contractor and Owner agree that reissued documents, if any, are provided solely for the convenience of the Contractor, Owner, and Engineer and do not modify the requirements of the Contract Documents. Contractor and Owner further agree that Engineer does not represent all changes to the Drawings and Project Manual have been included in the reissued documents and Contractor and Owner assume all risk in use of reissued documents.

1. If reissued documents are provided by Engineer, Contractor agrees to promptly notify Owner and Engineer of any discrepancies between the reissued documents and the Contract Documents.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within ~~10~~ 30 days after the Notice to Proceed ~~Effective Date of the Agreement (unless otherwise specified in the General Requirements)~~, Contractor shall submit to Engineer for timely review**:**

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

a. The construction schedule shall be in a detailed critical path method (CPM)-style format satisfactory to Owner and Engineer, and conforming to the requirements, if any, of the Contract Documents.

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b. Failure to provide, update (no less than monthly) and maintain satisfactory CPM-style schedule for accomplishing the Work within the time provided above shall be a material breach of contract for which Owner may terminate Contract in the manner provided in Paragraph 15.02.

2. a preliminary Schedule of Submittals; and

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

a. In order to assist Owner in its management of cash needs for the Project, prior to the first payment hereunder, Contactor shall submit to Owner and Engineer a schedule of anticipated payment requests (the "Cash Flow Estimate"), setting forth Contractor's best estimate of the amounts for which it will be requesting payment with each Application for Payment to be submitted by it during the next six months. Thereafter, as part of each Application for Payment, Contractor shall submit Owner and Engineer with a revised Cash Flow Estimate to update previously submitted information and maintain a six-month forecast. Contractor acknowledges and agrees, however, that although a projected Cash Flow Estimate is to serve as a cash management aid to Owner, the amounts shown in any schedule shall not be determinative of the actual amounts to be paid to Contractor during the six months covered thereby.

b. In general, provide at least one line item for each section of the project manual, preferably separated by material and labor. Round all amounts to the nearest dollar.

c. Where applicable, include separate line items under each principal activity for operation and maintenance manuals, punch list activities, project record documents, demonstration, and training in the amount of 5 percent of the contract sum for that activity.

d. As change orders are executed, add additional line items to the schedule of values for each change order.

B. *Site Conditions and Limitations:* Contractor and each Subcontractor at any tier shall evaluate and satisfy themselves as to the site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the project site and surrounding areas; (2) generally prevailing climatic conditions; (3) anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. Owner and Engineer assume no responsibility or liability for the physical condition or safety of the Project site or any improvement located on the Project site. Except as set forth in Article 4, Contractor shall be solely responsible for providing a safe place for the performance of the Work. Owner shall not be required to make adjustments in either Contract Price or Contract Times arising from a failure by Contractor or any Subcontractor at any tier to comply with the requirements of this Paragraph (2.05.B.). Failure to comply with the requirements of this Paragraph shall waive Contractor's right to seek an adjustment of Contract Price or Contractor Times.

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

a. Owner's or Engineer's silence as to a submitted schedule that exceeds time limits under the Contract Documents shall not relieve Contractor of its obligation to meet those time limits, nor shall it make Owner or Engineer liable for any Contractor damages incurred as a result of increased construction time or not meeting those time limits. Similarly, Owner's or

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Engineer's silence as to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of Contractor for performance in advance of such time limits.

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

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

a. Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by Owner and Engineer. The form shall be divided in detail sufficient to exhibit areas, floors and/or sections of the Work, and/or by convenient units, and shall be updated as required by either Owner or Engineer as necessary to reflect (1) description of Work (listing material and labor separately), (2) total value, (3) percent of the Work completed to date, (4) value of Work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed and (8) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work may be rejected. If trade breakdown had been initially approved and subsequently used, but later found improper for any reason, sufficient funds may be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

a. Whenever a product is specified in accordance with a Federal Specification (FS), an American Society for Testing and Materials (ASTM) standard, an American National Standards Institute (ANSI) specification, or other association standard, Contractor shall present an affidavit from the manufacturer when requested by Engineer or required in the Specifications, certifying that the product complies with the particular standard or specification. When requested by Engineer or specified, support test data shall be submitted to substantiate compliance.

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents (and reissued documents, if any) and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover

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and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Contractor further agrees to require each subcontractor to likewise study the documents and promptly report any deficiencies discovered.

a. Contractor (and any Subcontractor responsible for the performance of all or any part of such Work) shall verify the accuracy of all grades, elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other work, Contractor (and any Subcontractor responsible for the performance of all or any part of such Work) shall verify at the site all dimensions relating to such existing or other work. Any errors due to Contractor's failure (or the failure of any Subcontractor responsible for the performance of all or any part of such Work) to verify all such grades, elevations, locations, dimensions, or field measurements shall be promptly rectified by Contractor without additional cost to Owner or extension of the Contract Times.

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

a. In the event Contractor, any Subcontractor or any Supplier, or other persons or entities performing portions of the Work determines that some portion of the Contract Documents require clarification or interpretation by Engineer, Contractor shall submit a Request for Information (RFI) in writing to Engineer. RFIs may only be submitted by Contractor and shall only be submitted in the form required by Engineer. An oral RFI or an RFI presented on an unapproved form will not be accepted. Any project delay caused by Engineer's refusal to accept an oral RFI or a RFI presented on an unapproved form will be attributed solely to Contractor. Each RFI shall be limited to a single issue. Information that is discernable from the Contract Documents and issues concerning construction means, methods, techniques, sequences or procedures; or construction site safety will not be addressed by Engineer in responding to an RFI. The RFI process shall not be used by Contractor to seek approval for proposed "or-equal" or substitute materials or equipment.

b. Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, Contractor shall set forth its understanding or interpretation of the requirement, along with reasons why such an understanding or interpretation was reached.

c. Engineer's review of or responses to RFIs shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of Contractor, or to the construction site safety precautions, procedures, or methodology of Contractor.

d. Responses to Contractor RFIs will not change any requirement of the Contract Documents. In the event Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Documents, Contractor shall give written notice to Owner and Engineer before proceeding with the Work, stating that Contractor considers the response to be a change to the Contract Documents.

e. If Contractor wishes to make Claim for an adjustment of the Contract Price or an extension of the Contract Times, or both, written notice as provided in paragraph 10.05 shall be given before proceeding to execute the Work. Failure to give such written notice shall waive Contractor's right to seek an adjustment of the Contract Price or an extension of the Contract Times.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof by virtue of Contractor's review of the Contract Documents as required above.

B. Resolving Discrepancies

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

C. Any variations and deviations in the Work arising from any of the methods set forth in the Paragraph 3.04.B will not authorize any change to the Contract Price or Contract Times. The sole method to change the Contract Price or Contract Times is pursuant to Paragraph 3.04.A.

3.05 *Reuse of Documents*

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

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

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

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

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner, Engineer and their Related Entities from and against any and all liabilities, claims, causes of actions, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including but not limited to all fees and charges of engineers, engineer's attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from or relating to the unauthorized use, reuse, or modification of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions, by Contractor, its employees, agent's or any other person or entity for whom Contractor is legally liable.

3.06 *Electronic Data*

A. Requests for electronic documents may only be made after Notice to Proceed. If requested by Contractor, copies of data may be furnished by Owner or Engineer to Contractor. ~~or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies).~~ Electronic documents shall only be used for the express purpose of the construction of the Project. No additional use or transfer is authorized. Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Engineer and Owner, including their officers and employees, make no warrantee, express or implied, as to the accuracy, completeness, or usability of the electronic documents.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party. The receiving party shall indemnify and hold harmless Engineer and Owner, including their officers and employees, from any claims or concerns resulting from the use of the electronic documents and shall pay for any internal or external (i.e. legal counsel) costs Engineer or Owner, including their officers or employees, might incur in order to respond to any questions, concerns, or claims resulting from the use of the electronic documents. Contractor shall pay Engineer a fee for compiling and transmitting any electronic documents requested.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or

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computer hardware differing from those used by the data's creator.

3.07 *Constructability*

A. Contractor acknowledges and understands that Contract Documents may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations, and improper use of materials.

B. Neither Owner nor Engineer represents constructability of the Contract Documents. Contractor expressly waives any and all causes of action against Owner and Engineer arising from constructability of the Contract Documents.

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The ~~Supplementary Conditions~~ Contract Documents identify:

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

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

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

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

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

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

4.03 *Site Conditions Risk*

A. In order to assume sole risk of site conditions, Contractor covenants and agrees:

1. reports and drawings of subsurface and physical conditions are provided to Bidders for convenience and general information only and are not considered Contract Documents;

2. Owner makes no representations as to the actual site conditions and is not responsible if actual conditions vary from that described in the provided reports and drawings of subsurface conditions;

3. Owner encourages Bidders to perform their own subsurface investigations prior to submitting Bids; and
4. Owner defines all excavation as "unclassified".

~~4.03 *Differing Subsurface or Physical Conditions*~~

A. *Notice:* If Contractor discovers or should reasonably have discovered, or otherwise reasonably believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

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

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

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

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

~~then Contractor shall, promptly after becoming aware thereof (but in no event more than seven days after the date Contractor discovers or should reasonably have discovered thereof) and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.~~

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, as an Additional Service to Owner, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the ~~Supplementary Conditions~~ Contract Documents:

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

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

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof (but in no event more than seven days after the date Contractor discovers or should reasonably have discovered thereof) and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a ~~Work~~ Construction Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

C. *Underground Utility Damage Prevention Act*

1. Contractor shall be required and agrees to comply with all the provisions of any applicable underground utility damage prevention act (however titled) and hereby agrees, to the fullest extent permitted by Laws and Regulations, to indemnify, defend and hold harmless Owner, Engineer, and any of their Related Entities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, engineer's attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure, or the failure of anyone for whom Contractor is responsible, to so comply with the requirements of said act, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify, defend, and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

7. claims for damages arising out of the Contractor's performance or providing of professional architectural or engineering services in accordance with Paragraph 6.21.B.

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

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

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

3. include completed operations insurance;

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

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the ~~Supplementary Conditions~~ Contract Documents to whom

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a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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

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

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

C. Insurance Schedule: Contractor shall carry occurrence basis liability and other insurance in amounts not less than those indicated below, including the contractual liability assumed by Contractor, and shall deliver certificates of insurance specifying such limits, with Owner, Engineer, and Engineer's consultants, and the officers, directors, shareholders, employees, and agents of each of them named as additional insureds.

1. Contractor's General Liability (bodily injury and property damage) shall be provided for the following limits:

a. General Aggregate: $1 million
b. Products and Completed Operations Aggregate $2 million
c. Personal and Advertising Injury $1 million
d. Each Occurrence $1 million
e. Contractor's General Liability insurance shall at a minimum include the following coverages:
1) Comprehensive Form
2) Premises – Operations
3) Explosion and Collapse Hazard
4) Underground Hazards
5) Products/Completed Operations Hazard
6) Contractual Liability Insurance
7) Broad Form Property Damage, including Completed Operations
8) Independent Contractors (Contractor's Protective Liability)
9) Personal Injury (all insuring agreements), deleting the employee exclusion
10) Owner's Protective Liability, separate policy in name of Owner

2. Contractor's Automobile Liability (bodily injury and property damage) shall be provided for the following limits:

a. Combined Single Limit Bodily Injury and Property Damage Liability $ 1 million
b. Automobile Liability Insurance shall include the following coverages:
1) Comprehensive Form
2) Owned Vehicles
3) Hired Vehicles
4) Non-owned Vehicles

3. Excess Liability (Umbrella) Coverage shall be provided with a minimum limit of $1 million each occurrence and $1 million aggregate.

4. By requiring such insurance and insurance limits, Owner does not represent that such coverage and limits will necessarily be adequate to protect Contractor.

5. Contractor shall be responsible for any deductible or self-insured retention.

D. Contractor covenants and agrees that the insurance coverage and limits required by the Contract Documents shall in no way be considered or used in any manner as limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall

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at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the ~~Supplementary Conditions~~ Contract Documents;

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

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

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

6. include testing and startup; and

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

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

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the ~~Supplementary Conditions~~ Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. ~~All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions Contract Documents to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.~~

B. Owner and Contractor mutually waive~~s~~ all rights against one another ~~Contractor~~, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct

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physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

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

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

1. Contractor shall review any specified construction or installation procedure (including those recommended by any product manufacturer.) Contractor shall immediately advise Engineer:

a. if the specified procedure deviates from acceptable construction practice;

b. if following the procedure will affect any warranties; or

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c. of any objections which Contractor may have to the procedure.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

1. Contractor's resident superintendent shall provide Owner and Engineer with a written daily field report containing, as a minimum, the following information:

a. the number of personnel on-site, identified by craft or trade, employer and work activity, and the number of hours worked during the workday;

b. the types and numbers of equipment on-site and the time each piece of equipment was used or stood idle during the workday;

c. any materials or equipment received on-site during the workday; and

d. the identification and quantity of any unit price work, if any, installed during the day.

2. Said daily field reports shall be submitted to Owner and Engineer not less than weekly.

C. For purposes of giving or receiving notices, directives, Change Orders, or any other information from Owner or Engineer to Contractor, Contractor shall designate a specific individual as Project Manager to receive such notices, directives, Change Orders, or other information. If the person so designated by Contractor is not available, Contractor shall in writing addresses to Owner and Engineer identify the individual who is acting as his authorized representative.

D. Contractor acknowledges that its obligation to complete the Work in accordance with the Contract Documents shall not be affected or amended as a results of any act by Engineer or any other Owner's consultant, or as a consequence of any field inspections or observations or approval of any Application for Payment, or in regard to any other duty performed by Engineer or other Owner's consultant for the benefit of Owner, unless Owner shall expressly approve Contractor's action in writing specifically identifying the action approved. Furthermore, Contractor shall not be relieved of any responsibility to complete the Work in conformity with the Contract Documents as a consequence of any knowledge of non-conformity obtained by any Owner's representative, including Engineer, whether or not such representative acts or fails to act on such knowledge. Contractor acknowledges and agrees that any representative retained by OWNER to act for Owner's benefit, including Engineer, shall have no duty or responsibility to Contractor, except where specifically stated herein, and no act or failure to act by such Owner's representative shall relieve Contractor of it's obligations to perform all requirements under this Contract, except as specifically approved in writing otherwise.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. Any person in the employ of Contractor or any Subcontractor or Supplier or other person or entity performing any of the Work whom Owner or Engineer may reasonably deem incompetent, unfit, troublesome, or otherwise undesirable shall be excluded from the Work site and shall not again be employed on it except with the written consent of the Owner. Contractor acknowledges this provision does not create a duty for the Owner or Engineer to evaluate the fitness of those in the employ of the Contractor or any Subcontractor or Supplier.

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

C. If Contractor is given written consent to work more than 40 hours during a work week, on a Saturday, Sunday, or any legal holiday, Contractor shall reimburse all costs of Resident Project Representative beyond regular working hours.

D. In accordance with Virginia Code Section 2.2-4312, during the performance of this Contract, Contractor agrees as follows:

1. Contractor shall provide a "drug-free" workplace for its employees.

2. Contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that

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will be taken against employees for violations of such prohibition.

3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

4. Contractor shall include the provisions of the foregoing Paragraphs 6.02.C.1 through 6.02.C.3 in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each Subcontractor or Supplier.

6.03 *Services, Materials, and Equipment*

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

1. Contractor agrees to assign to Owner at the time of final completion of the Work any and all Subcontractor and Supplier warranties relating to materials and labor used in the Work and Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties. Contractor shall provide Owner assistance, throughout the duration of such warranties, in enforcing the obligations of Subcontractors and Suppliers.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All material incorporated into the Work shall be free of asbestos and other hazardous materials.

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

3) Contractor agrees to provide all coordination between trades to provide a fully functional system.

2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will ~~not be accepted by Engineer from anyone other than~~ be considered only upon written request of Contractor, not of individual trades or Suppliers, and only for a specific purpose; no blanket approvals will be granted. No approval of a substitution will be valid unless it is in written form.

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

c) be suited to the same use as that specified, and further that Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified in the Contract Documents;

2) will state:

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

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

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

3) will identify:

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

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

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

e. If a proposed substitution affects a correlated function, adjacent construction, or the work of other contractors, then the necessary changes and modifications to the affected work are considered an essential part of the proposed substitution, to be accomplished by Contractor as a part of the Work, if and when approved.

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

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item.

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Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

1. Proposed substitutions may be rejected without explanation and will be considered only under one or more of the following conditions:

a. Required for compliance with interpretation of code requirements or insurance regulations then existing.

b. Unavailability of specified products, through no fault of the Contractor.

c. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.

d. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.

e. When in the judgment of Owner, or Engineer, that a substitution would be substantially to Owner's best interest, in terms of cost, time, or other considerations.

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

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

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

G. *Previously Approved Product:* After a product has been approved, no change in brand or make will be permitted unless:

1. satisfactory written evidence is presented to demonstrate that the Supplier cannot make scheduled delivery of approved product and that such delivery failure will adversely affect the Project's critical path; or

2. the product delivered has been rejected and the substitution of suitable product is required to maintain the Project's critical path; or

3. other conditions have become apparent which indicate that approval of such other material is, in the opinion of Owner or Engineer, or both, in the best interest of Owner.

H. *Suppliers Identified on Bid Form:* Where multiple Suppliers are identified on the Bid form, Contractor's Bid form shall indicate which Supplier Contractor's Bid is based upon.

1. Contractor shall only provide Submittals from the Suppliers indicated on Contractor's Bid form for each category, or first listed Supplier if none was indicated.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as

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Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

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

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

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

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

1. In accordance with the provisions of the Virginia Public Procurement Act:

a. Pursuant to the provisions of Sec 2.2-4354 of the Code of Virginia, 1950, as amended, Contractor shall include in any and all subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as exist between Contractor and its Subcontractors with respect to each lower-tier subcontractor.

b. Pursuant to the provisions of Section 2.2-4354(1) of the Code of Virginia, 1950, as amended, Contractor shall take one of the following courses of action within seven days after receipt of amounts paid to Contractor by Owner for work performed by any Subcontractor under this Contract:

(1) Pay any and all Subcontractors for the proportionate share of the total payment received from Owner attributable to all work performed by such Subcontractor(s) under this Contract; or

(2) Notify Owner and the appropriate Subcontractor(s) in writing, of his intention to withhold all or part of said Subcontractor(s) payment with the reason for nonpayment.

c. Pursuant to Section 2.2-4354(3) of the Code of Virginia, 1950, as amended, Contractor shall pay interest to any and all Subcontractors on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from Owner for work performed by any such Subcontractor under this Contract, except for payments withheld as allowed pursuant to Paragraph 6.06.G.b. above.

d. Contractor's obligation to pay interest to a Subcontractor shall not be construed to be an obligation of Owner. No contract modification shall be made for the purpose of providing reimbursement for such interest charge and any cost reimbursement claim may not include any amount for reimbursement for such interest charge.

H. Owner and Engineer may, at their sole discretion, furnish to any Subcontractor or Supplier, to the extent feasible, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by

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others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. ~~However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.~~

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

D. In accordance with Section 2.2-4311 of the Code of Virginia, 1950, as amended, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph 6.09.D.2.

3. Contractor shall include the provisions of the foregoing Paragraphs 6.09.D.1 and 6.09.D.2 in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each Subcontractor or Supplier.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

4. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. If Contractor uses any portion of the Work prior to the date of Substantial Completion of the entire Work, such items shall be restored to their condition existing immediately prior to such use, or as otherwise specified in the Contract Documents. Contractor's warranty and agreement to correct defective Work shall specifically include Contractor's obligations under this Paragraph 6.11.A.4.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

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

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until

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such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner and Engineer ~~prompt~~ written notice immediately, and in no instance more than 48 hours after the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a ~~Work~~ Construction Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07) and Specification Section 01300 – Submittals. In the event of any conflict between Section 01300 and this Paragraph 6.17, the more stringent requirements shall control. Each submittal will be identified as Engineer may require. Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws or Regulations, by a licensed architect or engineer, as appropriate.

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

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

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied

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Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

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

D. Engineer's Review

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

2. Engineer's review and approval (or other appropriate action) will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. Engineer's review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

4. Contractor acknowledges that the processing of Shop Drawings and other submittals often requires extensive and time-consuming reviews by many individuals and that the time required for such reviews are directly related to the clarity, completeness, and accuracy of such submittals. Contractor covenants and agrees that Contractor's responsibilities include, but are not limited to, reviewing and coordinating each submittal before submitting same to Engineer for approval. As a part of its Basic Services to Owner, Engineer will review up to two submissions of all Contractor submittals required by the Contract Documents. However, if Engineer is required to:

a. review a third or subsequent submission of any submittal, or

b. review more than the number of copies of each submittal specified in the Contract Documents, or

c. review submittals in addition to those required by the Contract Documents, or

d. review submittals for proposed substitutions for previously approved items.

Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset moneys due to Owner pursuant to this Paragraph 6.17.D.4 from moneys due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such moneys shall not be subject to any notice or claim provisions of the Contract Documents.

E. Resubmittal Procedures

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

G. Professional Certification

1. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to operate at the Project site. The certification shall be based on performance under the operating conditions generally prevailing or expected at the Project site. Engineer shall be entitled to rely upon the accuracy and completeness of such certificates.

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6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor expressly warrants and guarantees to Owner and Engineer that all Work will be in strict accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee. Contractor agrees and understands that Engineer is a third party beneficiary of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all liabilities, claims, causes of actions, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from, or relating to the Contractor's or its employees', agents' or Subcontractors' (or anyone directly or indirectly employed by any of them for anyone for whose acts any of them may be liable) actions, activities or omissions, negligent or otherwise, on or near Owner's property or easement, or arising in any way out of, resulting from, or relating to any of the Work to be performed under this Contract, including, without limitation ~~performance of the Work, provided that any such claim, cost, loss, or damage is attributable~~ to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ~~(other than the Work itself)~~, including the loss of use resulting therefrom ~~but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable~~ regardless of whether or not such liability, claim, fine, penalty, damage, loss, cost, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph 6.20.A.

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

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

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

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

D. Contractors' indemnity obligations under this Paragraph 6.20 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or mediation or other dispute resolution costs), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or a failure to comply with any law, statue, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by Contractor, a Subcontractor, or any person or entity for whom either is responsible, specifically including, but not limited to, any violations of the federal Occupational Safety and Health Act (as applied in the state in which the Project is located or any of the Work is performed) or the safety requirements under Article 6 of these General Conditions; (ii) means, methods, procedures, techniques, or sequences of execution of performance of the Work; and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by Contractor, Subcontractor, or any entity for whom either is responsible.

E. Contractor shall indemnify and hold harmless all of the Indemnitees from and against any and all costs and expenses (including, but not limited to, reasonable fees and charges of attorneys) incurred by any of the Indemnitees in enforcing any Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

1. written notice thereof will be given to Contractor prior to starting any such other work; and

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other

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

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

7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

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

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

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

7.04 *Claims Between Contractors*

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and employees, agents and other consultants and subcontractors of each and any of them from and against all liabilities, claims, causes of action, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor ath the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of Contract Times in accordance with Paragraph 10.05. Unless otherwise required by Laws and Regulations, an extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent, to the extent permitted by Laws and Regulations, recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

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ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer. Engineer's services are being performed solely for Owner's benefit, and no other party or entity shall have any claim against Engineer because of the performance or non-performance of such services.

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

B. Engineer will identify a specific individual to serve as liaison between Owner and Contractor and between Engineer and Contractor. Engineer will notify Owner and Contractor of the name of an acting replacement as Engineer's representative whenever the person so designated is not available.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

A. Engineer will have authority to recommend that Owner reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to recommend that Owner require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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Engineer in writing within 30 days of the event giving rise to the question

1. In connection with Contractor's responsibilities with respect to requests for information ("RFI's"), see Paragraphs 3.03.A.2.a. and 3.03.A.2.b.

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a ~~Work~~ Construction Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required

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because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

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

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

B. Agreements on any Change Order shall constitute a full and final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect (including without limitation delay, disruption, impact, loss of efficiency, and extended overhead) costs associated with such change, or the cumulative effect of changes through the date of the subject Change Order, and any and all adjustments to the Contract Price and the Contract Times. Implied in every Change Order, unless expressly reserved by Owner or Contractor, is a waiver of all known and unknown claims arising out of the Change Order, including a waiver of any applicable federal or state anti-claim waiver statue or common law principle of similar effect. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such Change Order in Applications for Payments as if such Work were originally part of the Contract Documents.

10.04 *Notification to Surety*

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

10.05 *Claims*

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

B. *Notice:* Written notice ~~stating the general nature~~ of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 21 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 30 days after the start of such event (unless Engineer allows additional time in writing for claimant to submit additional or more accurate data in support of such Claim). Claims shall be time barred for failure to provide supporting data within aforementioned notice period. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time in writing).

1. Written notice of each claim shall only be effective when notice is clearly identified as follows: (i) using the phrase "notice of claim" in all capital letters (ii) using the phrase in (i) above in an underlined, bold font of at least 16 points. Written notice of intent to make a claim shall not be considered adequate notice. Claimant shall be barred from any remedy by failing to clearly identify notice as indicated herein.

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

1. recommend Owner deny the Claim in whole or in part,

2. recommend Owner approve the Claim, or

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

D. In the event that Engineer does not take action on a Claim within said 30 days, ~~the Claim shall be deemed denied~~ Engineer's recommendation to Owner shall be deemed to deny the Claim.

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

In accordance with the requirements of Section 2.2-4363 of the Code of Virginia, 1950, as amended, a final written decision by Owner on Contractor Claims shall be issued by Owner within 30 days after Owner's receipt of Engineer's written recommendation under Paragraph 10.05.C or recommendation for denial pursuant to Paragraphs 10.05.C.3 or 10.05.D, if any is deemed necessary by Owner.

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

1.The notice required by Paragraph 10.05.B is a condition precedent to the assertion of any claim by Contractor. The right of Owner and Engineer to receive written notice of claims under Paragraph 10.05.B may not be waived or modified by Owner or Engineer except in writing signed by Owner, and Contractor will not rely on any purported waiver of this written notice by verbal instructions or other conduct of Owner or Engineer.

2. Contractor's written notice of a Claim shall be by written request seeking a Change Order and specifying the grounds therefore and the relief sought. Contractor shall attach to each Application for Payment a schedule of outstanding and unresolved Contractor Claims. By attaching and submitting such schedule with it's application for Payment, Contractor shall be deemed to have certified that the only outstanding and unresolved Claims of which it has notice at the time of the Application for Payment are those identified in the schedule attached to it's Application for Payment. A schedule of outstanding and unresolved requests for change orders and claims shall be required of each Subcontractor submitting an application for payment to Contractor that is to be included in Contractor's Application for Payment to Owner. Owner and Engineer shall each rely upon Contractor's schedule of outstanding and unresolved Claims as inclusive of any and all Claims Contractor is then on notice of, and Contractor's acceptance of payment in response to an Application for Payment shall constitute a waiver and release of any and all Claims not identified in Contractor's schedule of outstanding and unresolved Claims not identified in Contractor's schedule accompanying such Application for Payment. Contractor shall require that each Subcontractor waives and releases any and all requests for change orders and claims the Subcontractor is on notice of at the time it submits its application for payment to Contractor and is not identified in its application for payment by acceptance of payment from Contractor.

10.06 *Extra Work*

A. Under no circumstances will an act or failure to act on the part of Owner or Engineer constitute a waiver of the Construction Change Directive or Change Order requirement for extra work. A Construction Change Directive or Change Order is a strict condition precedent for payment for extra work.

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

11.01 *Cost of the Work*

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

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

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

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

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work, but only to the extent authorized and approved in writing by Owner.

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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

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

11.02 *Allowances*

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

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

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

11.03 *Unit Price Work*

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

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

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

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

1. the quantity of any item of Unit Price Work performed by Contractor ~~differs materially and significantly from the estimated quantity of such item indicated in the Agreement~~ varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity; and

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

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

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

12.01 *Change of Contract Price*

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

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1. If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to: (1) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, including payment of retainage, or (2) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be ~~15~~ 10 percent;

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

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ~~15~~ 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

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entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

1. If a claim is made as provided in Paragraph 12.03.A and this Paragraph 12.03.C for delay due to abnormal weather conditions, the time extension to be awarded to Contractor, if any, shall be calculated using the following schedule of monthly anticipated adverse weather delay days for the project location. Contractor shall incorporate these anticipated adverse weather delays in the scheduling of all weather-dependent activities.

[Provide Number of Adverse Weather Days per NOAA 10-year data for Project Area or Location >=0.1" http://www.sercc.com/climateinfo/historical/historical.html]

Monthly Contract Allowance (MCA), in days			
January	February	March	April
6	**6**	**7**	**6**
May	June	July	August
7	**6**	**7**	**7**
September	October	November	December
5	**5**	**6**	**6**

2. Actual adverse weather delay days must prevent work on activities along the critical path for fifty percent (50%) or more of Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated by the Monthly Contract Allowance in Paragraph 12.03.C.1, and providing that all other contractually-required conditions are met, qualifying delays will be converted to calendar days and additional calendar days will be added to the Contract Times for each qualifying delay in excess of the Monthly Contract Allowance.

3. Notwithstanding the provisions of Paragraph 12..03.C.2 for any prior month(s) in which the number of adverse weather delay days is (are) less than the specified Monthly Contract Allowance, the difference between the Monthly Contract Allowance and the actual number of adverse weather delay days experienced in said prior month(s) shall be credited to Owner and deducted from any adverse weather delays days credited to Contractor.

4. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work.

5. Within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless Engineer allows in writing an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

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

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

F. Contractor shall be liable to Owner and Engineer and shall pay Owner and Engineer for a percentage of all costs incurred by Owner and Engineer in investigating, analyzing, negotiating, arbitrating, and litigating any claim against Owner or Engineer for costs or damages due to any alleged delaying of Contractor in the performance of the Work, which percentage shall be equal to the percentage of Contractor's total delay claim which is determined through arbitration or litigation to be false or to have no basis in law or fact.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 *Uncovering Work*

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

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

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction, unless Contractor fails to provide written notice as required in Paragraph 13.03.F. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

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

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

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

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

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

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

13.08 *Acceptance of Defective Work*

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

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13.09 *Owner May Correct Defective Work*

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

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

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

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

13.10 *Owner May Correct Delay in Schedule*

A. If the Contractor falls more than 15 days behind the critical path presented on Contractor's most recent construction schedule and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies in order to bring the Project (or portion thereof) back into schedule. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

In the event of a conflict between the provisions of this Article 14 in regards to progress payments and the Form of Agreement between Owner and Contractor, the Form of Agreement shall govern.

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on

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account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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

4. Progress payments shall conform to the requirements specified in the Form of Agreement, except as specified in this Article 14 as to requirements not covered in the Form of Agreement.

5. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to Owner:

a. In accordance with Paragraph 10.05.F.2, a current schedule of outstanding and unresolved Contractor Claims;

b. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and Suppliers with whom Contractor has entered into subcontracts, the amount of each subcontract, the amount requested for any Subcontractor and Supplier in the requested progress payment, and the amount to be paid to Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and Supplier;

c. Duly executed waivers of mechanic's and materialman's liens from all Subcontractors and, when appropriate, from Suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by Contractor on behalf of such entities or persons in any previous Application for Payment; and

d. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owner or Engineer. If required by Owner's title insurer, if nay, Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

e. Contractor's social security number (if an individual or proprietorship) or federal employer identification number (if a corporation, partnership or company), as appropriate.

6. Contractor shall also comply with the following specific requirements:

a. Title to such materials shall be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner and Owner's construction lender, if any, including, without limitation, recorded financing statements, UCC filings, and UCC searches.

b. With each application for payment, Contractor shall submit to Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the Project site in an amount not less than the total value thereof.

c. The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.

d. Representatives of Owner and Owner's lender, if any, shall have the right to make inspections of the storage areas at any time.

e. Such materials shall be: (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and Owner's lender, if any; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

B. *Review of Applications*

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been

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fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.; or

e. there are other items warranting a set-off against the amount requested by Contractor, including, but not by way of limitation, errors or overpayments on prior payments to Contractor.

C. *Payment Becomes Due*

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

D. *Reduction in Payment*

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

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

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

~~E. *Milestone Date: Delayed Progress Payment*~~

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~~1. If Contractor fails to achieve any or all of the milestone dates set forth in Section 01000 – Special Conditions, subject to the provisions of the Contract Documents allowing for extensions of the Contract Times, Owner may delay all or portions of progress payments at the rate of **$[ ]** per day for each milestone date missed until such time as the milestone is achieved, after which the applicable amounts delayed shall be paid with the next regular progress payment. No interest shall accrue on this delayed payment nor shall Owner be liable for any claims or damages of any kind for such delay in payments. Said delayed payments are not and shall not be deemed to be in lieu of retainage or liquidated damages, but are merely a temporary delay in payment as an incentive to bring the Work back on schedule. These delayed payments are not compensation to Owner for damages that Owner may suffer as a result of Contractor's failure to meet milestones in a timely manner and will in no way limit the liability of Contractor for Owner's delay damages or other damages, if any, resulting from remittance of a delayed payment to Contractor shall be, or be deemed to be, an acceptance of Work or materials not in accordance with the Contract Documents, nor shall the same relieve Contractor of responsibility for faulty workmanship or materials, or operate to release Contractor or its Surety from any obligation under the Contract or any bonds provided thereunder.~~

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

1. If after the performance of such Substantial Completion inspection, Engineer determines that the Work is not substantially complete, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by the Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset moneys due to the Owner pursuant to this Paragraph 14.04.B.1 from moneys due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such moneys shall not be subject to any notice or claim provisions of the Contract Documents.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

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

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

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

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

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

14.06 *Final Inspection*

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

1. If after the performance of such final completion inspection, Engineer determines that the Work is not substantially complete, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by the Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset moneys due to the Owner pursuant to this Paragraph 14.06.A.1 from moneys due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such moneys shall not be subject to any notice or claim provisions of the Contract Documents.

14.07 *Final Payment*

A. Application for Payment

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

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

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application

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for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the

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

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

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

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

15.03 *Owner May Terminate For Convenience*

A. Owner may, at any time, terminate the Contract in whole or in part for Owner's convenience and without cause. Termination by Owner under this paragraph shall be by a notice of termination delivered to Contractor specifying the extent of termination and the effective date. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

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

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Upon receipt of a notice of termination for convenience, Contractor shall immediately, in accordance with instructions from Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph 15.03.B:

1. Cease operations as specified in the notice;

2. Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;

3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;

4. Proceed to complete the performance of Work not terminated; and

5. Take actions that may be necessary, or that Owner may direct, for the protection and preservation of the terminated Work.

C. Upon such termination, Contractor shall recover as its sole remedy payment of the percentage of the Contract Price equal to the percentage of the work performed satisfactorily and not previously paid for as determined by Engineer. Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

D. Owner shall be credited for:

1. payments previously made to Contractor for the terminated portion of the Work;

2. claims which Owner has against Contractor under the Contract; and

3. the value of the materials, supplies, equipment, or other items that are to be disposed of by Contractor that are part of the Contract Price.

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15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a ~~decision~~ recommendation under Paragraph 10.05 before such decision becomes final and binding. ~~The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement.~~ The request for mediation shall be submitted in writing to ~~the American Arbitration Association and~~ the other party to the Contract. The mediator shall be mutually agreed upon by the Owner and Contractor. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

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

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

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

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

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

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

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

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

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

17.05 *Controlling Law*

A. ~~This Contract is to be governed by the law of the state in which the Project is located.~~ This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court for City of Harrisonburg, Virginia. Contractor hereby waives any right, which may exist under Federal Law, to remove any case to Federal Court. Contractor shall comply with applicable federal, state, and local laws and regulations.

17.06 *Headings*

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

17.07 *Right to Audit*

A. Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or Engineer or its authorized representatives during performance of the Work and until three years after Final Payment. In addition, Contractor shall make it a condition of all subcontracts relating to the Work that any and all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment.

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Use of premises.
2. Work restrictions.
3. Specification formats and conventions.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 USE OF PREMISES

A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor’s use of premises is limited only by Owner's right to perform Work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

C. General: Contractor shall provide unimpeded access to the North River Pump Station during normal hours of operation. The Contractor shall coordinate with the City of Harrisonburg DPU regarding work that will impact facility operations.

D. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to lesser of the easement or right-of way lines.

E. The Contractor shall restrict his activities to take place during the week from Monday through Friday. See paragraph 1.7 of this section for additional requirements.

F. Portions of the Project are near overhead high voltage lines. Meet the requirements of the Virginia Overhead High Voltage Line Safety Act. Costs involved in meeting these requirements shall be the responsibility of the Contractor.

G. Contractor shall obtain permission in writing from property owners prior to doing any Work or performing any activity outside of the easements provided by the Owner and as shown on the Contract Documents. Permissions shall include conditions for use and restoration of property. The Contractor is responsible for obtaining and complying with all relevant local, state, and federal permits associated with Work on private property. Copies of written permissions shall be given to the Owner.

1.4 WORK RESTRICTIONS

A. On-Site Work Hours: Normal working hours are defined as 6:00 a.m. to 4:00 p.m., Monday through Friday.

1. If the Contractor desires to perform Work outside normal working hours or on Saturdays or Sundays, he shall request permission to work such hours at least 48 hours in advance to allow arrangements to be made for proper inspection.
2. The Owner may refuse the Contractor permission to work outside of normal hours and may require that the Contractor agree to reimburse the Owner any expenses it incurs due to work occurring outside of normal business hours in addition to the normal inspection fees.
3. Reasonable efforts shall be made by the Contractor to avoid undue noise during the night and on Sundays, if it is necessary to work at such times.
4. Under all conditions, the Contractor is responsible for complying with all applicable noise ordinances.
5. Under normal circumstances the Contractor will not be permitted to work on Sundays or City holidays.
6. The Owner reserves the right to schedule the Contractor to work outside normal working hours in the interest of public safety or convenience.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

1.5 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the Table of Contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within the time specified in Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start, and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on EJCDC Form C-941.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive on EJCDC Form C-940. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following: Changes to the Contract may involve close coordination between this Section and Sections listed in subparagraphs below.

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. As this project is a Unit Price project, the Contractor’s Bid Form shall be used as the basis for the Schedule of Values.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to Engineer by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Payment Application Forms: Use EJCDC Form C-620 Contractors Application for Payment as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Contractor's Construction Schedule (preliminary if not final).
3. Products list.
4. Schedule of Unit Prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor’s staff assignments.
7. List of Contractor’s principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.
15. Initial damage report.

I. Full or partial payment may be withheld for inadequate routine cleaning, traffic or pedestrian control.

J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. A measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at the site. Keep list current at all times.

2. Provide emergency contact available 24 hours per day.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major Subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.
    l. Use of the premises.
    m. Work restrictions.
    n. Owner's occupancy requirements.
    o. Responsibility for temporary facilities and controls.
    p. Construction waste management and recycling.
    q. Parking availability.
    r. Office, work, and storage areas.
    s. Equipment deliveries and priorities.
    t. First aid.
    u. Security.
    v. Progress cleaning.
    w. Working hours.

3. Minutes: Record and distribute Meeting Minutes.

C. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Engineer, each Contractor, Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) RFIs.
        16) Status of proposal requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of Subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Engineer.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs

1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.

d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Engineer's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit weekly a software log with not less than the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

REQUEST FOR INFORMATION (RFI)

Project: _____ Number: 001
Project No: _____ Date: _____

Owner: _____
Contractor: _____
Requesting Party: _____

RFI Title:

Drawing(s):
Specification Section(s):

Description of Request:

Proposed Solution (by requesting party):

Receiver's Response:

Response by _____ Date _____ Copies to _____

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Work Change Directive or a Work Order in the work must be executed in accordance with the Contract Documents.

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

J. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of Subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

C. Preliminary Construction Schedule: Submit two opaque copies.

1. Approval of preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

E. Daily Construction Reports: Complete daily and make available to Owner upon request.

F. Material Location Reports: Submit two copies at monthly intervals.

G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

H. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints.
4. Review time required for review of submittals and resubmittals.
5. Review requirements for tests and inspections by independent testing and inspecting agencies.
6. Review time required for completion and startup procedures.
7. Review and finalize list of construction activities to be included in schedule.
8. Review submittal requirements and procedures.
9. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of Subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of Subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract times and dates shall not be changed by submission of a schedule unless specifically authorized by Change Order.

C. Activities: Treat each unit process area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 60 days, unless specifically allowed by Engineer.
2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
3. Startup and Testing Time: Include not less than 3 days for startup and testing.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

   a. Submittals.
   b. Fabrication.
   c. Sample testing.
   d. Deliveries.
   e. Installation.
   f. Tests and inspections.
   g. Adjusting.
   h. Curing.
   i. Startup and placement into final use and operation.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Contract Modifications: For each proposed Contract Modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall Project Schedule.

G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within 7 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

   1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

C. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or Subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial Completions and occupancies.
18. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials

previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within 1 day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events; persons participating; and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 1 week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
5. Division 01 Section "Closeout Procedures" for submitting warranties.
6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Divisions 02 through 33 Sections for specific requirements for Submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer’s responsive action.

B. Informational Submittals: Written information that does not require Engineer’s responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing Submittals.

B. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities.

1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.

    a. Engineer reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of Submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for Submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer’s receipt of Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including resubmittals.

1. Engineer will act upon Contractor’s submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified.
2. Resubmittals will be subject to the same review time.
3. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.

E. Identification: Place a permanent label or title block on each Submittal for identification.

1. Indicate name of firm or entity that prepared each Submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Engineer.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

F. Deviations: Encircle or otherwise specifically identify all deviations from the Contract Documents on Submittals.

G. Additional Copies: Unless additional copies are required for Final Submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, Initial Submittal may serve as Final Submittal.

H. Transmittal: Package each Submittal individually and appropriately for transmittal and handling. Transmit each Submittal using a transmittal form. Engineer will discard Submittals received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of Submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Transmittal number**,** numbered consecutively.
k. Submittal and transmittal distribution record.
l. Remarks.
m. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous Submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related Submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as Initial Submittal.

1. Note date and content of previous Submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Clearly identify each correction or change made.
4. Resubmit Submittals until they are marked "Approved” or “Approved as Noted.”

J. Distribution: Furnish copies of Final Submittals to Manufacturers, Subcontractors, Suppliers, Fabricators, Installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1. Use for Construction: Use only Final Submittals with mark indicating " Approved” or “Approved as Noted” taken by Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.

2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

3. Mark each copy of each Submittal to show which products and options are applicable.

4. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Manufacturer's catalog cuts.
e. Standard product operation and maintenance manuals.
f. Compliance with specified referenced standards.
g. Testing by recognized testing agency.
h. Application of testing agency labels and seals.

5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Number of Copies: Submit five (5) opaque copies of each Submittal, unless copies are required for operation and maintenance manuals.

2. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation Drawings.
d. Templates and patterns.
e. Schedules.
f. Design calculations.
g. Compliance with specified standards.
h. Notation of dimensions established by field measurement.
i. Relationship to adjoining construction clearly indicated.

j. Seal and signature of professional engineer if specified.

3. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 22 by 34 inches.

D. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

E. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

F. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.

H. Action Submittal Dispositions: Engineer will review, mark, and stamp as appropriate, and distribute marked-up copies as noted. Owner will distribute to on-site inspectors if applicable.

1. Approved:

a. Contractor may incorporate product(s) or implement Work covered by submittal.
b. Distribution:

1) Two copies furnished Owner.
2) One copy retained in Engineer's file.
3) Two copies returned to Contractor appropriately annotated.

2. Approved as Noted:

a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
b. Distribution:

1) Two copies furnished Owner.
2) One copy retained in Engineer's file.
3) Two copies returned to Contractor appropriately annotated.

3. Revise as Noted, Resubmit:

a. Make corrections or obtain missing portions, and resubmit.
b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
c. Distribution:

1) Two copies furnished Owner.
2) One copy retained in Engineer's file.
3) Two copies returned to Contractor appropriately annotated.

4. Rejected/Resubmit as Specified:

a. Contractor may not incorporate product(s) or implement Work covered by submittal.
b. Distribution:

1) One copy retained in Engineer's file.
2) Four copies returned to Contractor appropriately annotated.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit five (5) copies of each Submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Informational Submittal Disposition: Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will distribute copies to appropriate parties per Section 2.1.H.1. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will distribute copies to appropriate parties per Section 2.1.H.4, and require that submittal be corrected and resubmitted.

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

1. Engineer's acceptance will demonstrate agreement that:

a. Proposed schedule is accepted with respect to:

1) Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
2) Specified Work sequences and constraints are shown as specified.

3) Access restrictions are accurately reflected.
4) Startup and testing times are as specified.
5) Submittal review times are as specified.

2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgment, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.

3. Unacceptable Preliminary Progress Schedule:

   a. Make requested corrections; resubmit within 10 days.
   b. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, during which time Contractor shall update schedule on a monthly basis to reflect actual progress and occurrences to date.

4. Unacceptable Detailed Progress Schedule:

   a. Make requested corrections; resubmit within 10 days.
   b. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.

5. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

I. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

L. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

M. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each Submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each Submittal with a uniform, approval stamp. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER’S ACTION

A. General: Engineer will not review Submittals that do not bear Contractor's approval stamp and will discard them without action.

B. Action Submittals: Engineer will review each Submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Approved.
2. Approved as Noted.
3. Revise as Noted/Resubmit.
4. Rejected/Resubmit as Specified.
5. No Action Required.
6. Submittal not Required/Returned without Review.

C. Informational Submittals: Engineer will review each Submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each Submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the Commonwealth of Virginia and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

1.7 QUALITY CONTROL

A. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

C. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for the Engineer's reference during normal working hours.

END OF SECTION

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400

AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
API	American Petroleum Institute www.api.org	(202) 682-8000
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902

B. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

VDH	Virginia Department of Health http://www.vdh.state.va.us
VDEQ	Virginia Department of Environmental Quality http://www.deq.virginia.gov
VDOT	Virginia Department of Transportation http://www.virginiadot.org
VMRC	Virginia Marine Resources Commission http://www.mrc.state.va.us
VDHR	Virginia Department of Historic Resources http://www.dhr.virginia.gov
VDCR	Virginia Department of Conservation and Recreation http://www.dcr.virginia.gov/

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list:

ACOE	United States Army Corps of Engineers http://www.nao.usace.army.mil
USFWS	United States Fish and Wildlife Service http://www.fws.gov
NRCS	National Resource Conservation Service http://www.nrcs.usda.gov

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.

B. Water Service: Pay water service use charges for water used by all entities for construction operations other than water used for waterline testing and flushing, which will be provided by the Owner.

C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 TEMPORARY FACILITIES

A. Field Offices:

1. A field office is not required for this Project.

B. Temporary Sanitary Facilities:

1. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as will comply with laws and regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with VDOT requirements.

B. Parking: Provide temporary parking areas for construction personnel.

C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours, unless special arrangements have been made.
3. Maintain in continuous service all existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and all other utilities encountered along line of the Work, unless other arrangements satisfactory to owners of said utilities have been made.
4. Where completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such

operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.

8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance.

    a. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

9. Do not impair operation of existing water or sewer system. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering water treatment facilities, sewers, pump stations, or other water or sewer structures.
10. Maintain original site drainage wherever possible.

B. Site Security:

1. Provide and maintain additional temporary security fences as necessary to protect the Work and Contractor-furnished products not yet installed.

C. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, well points, pumps or other temporary diversion, protection or dewatering systems as necessary to facilitate construction. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.

3.6 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.
2. Burning: Of waste materials, rubbish, or other debris will not be permitted on or adjacent to site.
3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in construction area a dust-preventive treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise Control:

1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Plan: Propose plan to mitigate construction noise and to comply with governing noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:

1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.
3. Comply with all applicable local, state and federal stormwater, wastewater and drinking water regulations.
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

D. Flood Control:

1. Provide, maintain, and operate temporary facilities to protect the Work and existing facilities from flooding during construction period.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Modified Standard General Conditions govern procedures for “Substitute” or “Or-Equal” products. Where any inconsistencies exist between this Section and the Modified Standard General Conditions, the Modified Standard General Conditions shall have precedence.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:

1. Division 01 Section "References" for applicable industry standards for products specified.
2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
3. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 SUBMITTALS

A. “Substitute” Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

B. “Or Equal” Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

C. Certificate of Proper Installation

D. Certificate of Proper Operation

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

B. Inspection, field adjustment, and startup: Demonstrate that all equipment meets the specified performance requirement

C. Manufacturer's Experience: Unless otherwise directed by the Engineer, all equipment furnished shall have a record of at least 5 years of successful, trouble free operation in similar applications, from the same manufacturer.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Contractor shall be responsible for the delivery, storage, and handling of products.

C. Equipment shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and storage. Equipment shall be protected from exposure to corrosive fumes and shall be kept thoroughly dry.

D. Each item of equipment shipped shall have a legible identifying mark corresponding to the equipment number shown or specified for the particular item.

E. Transport products by methods that prevent product damage. Deliver products dry and in undamaged condition in manufacturer's unopened containers or packaging. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

F. Load and unload equipment and appurtenances by hoists or skidding and in accordance with the manufacturer's recommendations. Do not drop products. Do not skid or roll products on or against other products. Utilize pad slings and hooks in a manner that prevents damage to products.

G. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Store products that will be deteriorated by sunlight in a cool location out of direct sunlight. Rubber products shall not come in contact with petroleum products.

H. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering and as recommended by manufacturer; provide ventilation that avoids condensation.

I. Deliver pipe, fittings, valves, and accessories in a clean and undamaged condition. Store pipe, fittings, valves, and accessories off the ground and in accordance with manufacturer's instructions. Do not stack ductile iron pipe higher than the limits shown in ANSI/AWWA C600. Stacking of pipe shall meet the requirements of the pipe manufacturer. Do not stack fittings, valves, valve boxes, or valve stands.

J. Keep stored products safe from damage or deterioration. Keep the interior of pipe, fittings, valves, and appurtenances free from dirt or foreign matter. Drain and store valves in a manner that will protect valves from damage. Store gaskets, plastic pipe and fittings, and other products that will be deteriorated by sunlight in a cool location out of direct sunlight.

K. Equipment having moving parts such as gears, bearings, and electric motors; instruments; control panels; motor control centers; and switchgear shall be stored in a temperature and humidity controlled area until equipment is installed and permanent HVAC systems are in operation. Equipment with internal heaters shall be properly energized during storage up until the time they are installed.

L. Stored electric motors and actuators with space heaters shall have the space heaters energized. When electric motors and actuators with space heaters are installed, the space heaters shall be connected and energized. Space heaters shall remain energized until equipment is accepted and placed in service.

M. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

N. Promptly remove damaged products from the job site. Replace damaged products with undamaged products at no expense to Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
5. Or Equal Products: In Accordance with Modified Standard General Conditions
6. Substitute Products: In Accordance with Modified Standard General Conditions
7. Comply with specifications and referenced standards as minimum requirements.
8. All products shall be new and of the very best quality.
9. Components that are supplied in quantity within a specification Section shall be the same, and shall be interchangeable.
10. All parts of the equipment furnished shall be amply designed and constructed for the maximum stresses occurring during fabrication, erection and continuous operation.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Or Equal Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies

with requirements. Comply with provisions in Part 2 "Or-Equal Products" Article for consideration of an unnamed product.

7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Substitute Product Requests" Article for consideration of an unnamed product or system.

2.2 PRODUCT SUBSTITUTIONS

A. All Substitute product requests shall be in accordance with the Modified Standard General Conditions.

B. Timing: Engineer will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.

C. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
11. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.

2.3 “OR EQUAL” PRODUCTS

A. All Or Equal product requests shall be in accordance with the Modified Standard General Conditions.

B. Conditions: Engineer will consider Contractor's request for “Or Equal” products when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require any revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.
5. Samples, if requested.

2.4 MANUFACTURERS' CERTIFICATIONS

A. Prior to delivery at project site, furnish an affidavit of compliance certified by the equipment manufacturer that the equipment and appurtenances furnished comply with all applicable provisions of applicable referenced standards and these specifications.

B. Do not deliver equipment to job site until affidavit of compliance has been submitted and accepted by the Engineer.

2.5 NOISE AND VIBRATION

A. Equipment that transmits vibration to structures, piping, conduit, or other items connected to the equipment, shall be provided with restrained spring-type vibration isolators or pads per manufacturer's written recommendations.

B. Equipment that can be damaged by vibration generated by the equipment or by vibration transmitted through piping or other connecting items, shall be provided with vibration damping per manufacturer’s written recommendations.

2.6 WELDING OF EQUIPMENT AND PIPE

A. Shop Welding: Unless otherwise specified or shown, shop welding shall conform to the following:

1. Applicable standards of the American Welding Society for the material and type of item being welded.
2. All composite fabricated steel assemblies, which are to be erected or installed inside a hydraulic structure, including any fixed or movable structural components of mechanical equipment, shall have continuous seal welds to prevent entrance of air or moisture.
3. All welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" as supplemented by other

pertinent standards of the AWS. Qualification of welders shall be in accordance with the AWS standards governing same.

4. In assembly and during welding, the component parts shall be adequately clamped, supported, and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall be as specified by the AWS code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. All sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.
5. Field Welding: Field welding shall be as specified in individual specification Sections. Qualification of welders shall be in accordance with the AWS standards. Prior to commencement of any field welding, the Contractor shall furnish the Engineer a copy of each welder's current certification for the alloy, position and type of welding to be performed.

2.7 PROTECTIVE COATINGS FOR EQUIPMENT

A. Equipment shall be painted or coated in accordance with relevant Section unless otherwise approved by the Engineer. Coated surfaces shall be protected from abrasion or other damage during handling, testing, storing, assembly, and shipping.

B. Gears, bearing surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during periods of storage and erection and shall be satisfactory to the Engineer up to the time of the final acceptance.

C. Shop-painted items which suffered damage to the shop coating shall be touched up as specified in the relevant Section.

2.8 GEARS AND GEAR DRIVES

A. Unless otherwise specified, gears shall be of the helical or spiral-bevel type, designed and manufactured in accordance with AGMA standards, with a minimum B-10 bearing life of 100,000 hours and a minimum efficiency of 94 percent. Gear reducer service factor shall be based on nominal motor horsepower and shall be:

1. 2.0 for drives incorporating flexible connections between the driven shaft and the gear reducer.
2. 2.5 for coupled drives with pinion gears incorporating a torsionally soft coupling between the motor and pinion shaft.
3. 2.75 for integral gearmotors with pinion gears where the pinion is rigidly affixed to the motor shaft.

B. For integral gearmotors with pinion gears, pinions shall not be of the shell type. The pinion gear shall be easily removable from the motor shaft in the field.

C. Gear speed reducers or increasers shall be of the enclosed type, oil- or grease-lubricated and fully sealed, with a breather to allow air to escape but keep dust and dirt out. Casings shall be

of cast iron or heavy-duty steel construction with lifting lugs and an inspection cover for each gear train.

D. Each oil lubricated gear speed reducer or increaser shall be provided with an oil level sight glass and an oil flow indicator, arranged for easy reading. Oil level and drain location relative to the mounting arrangement shall be easily accessible. Provide oil coolers, or heat exchangers, with required appurtenances when necessary to maintain the proper oil temperature for the application.

E. Input and output shafts shall be designed for the service and load requirements of the equipment of which gear drives are a part. Gears shall be computer-matched for minimum tolerance variation. Each output shaft shall have seals that prevent lubricant leakage. Each oil lubricated gear dive output shaft shall have two positive seals.

F. Where gear drive input or output shafts connect to couplings or sprockets not supplied by the gear drive manufacturer, the gear drive manufacturer shall supply matching key taped to the shaft for shipment.

G. Ship gears and gear drives fully assembled for field installation.

2.9 DRIVE CHAINS

A. General:

1. Power drive chains shall be commercial type roller chains and meet ANSI standards.
2. Provide chain take-up or tightener that provides easy adjustment of chain tension.
3. Provide a minimum of one connecting or coupler link with each length of roller chain.
4. Chain and attachments shall be of the manufacturer's best standard material and suitable for the process fluid.

B. Sprockets:

1. Sprockets shall be used in conjunction with all chain drives and chain-type material handling equipment.
2. Unless otherwise specified, sprockets material shall be as follows:

    a. Sprockets with 25 teeth or less, normally used as a driver, shall be made of medium carbon steel in the 0.40 to 0.45 percent carbon range.
    b. Type A and B sprockets with 26 teeth or more, normally used as driven sprockets, shall be made of minimum 0.20 percent carbon steel.
    c. Large diameter sprockets with Type C hub shall be made of cast iron conforming to ASTM A 48, Class 30.

3. Sprockets shall be accurately machined to ANSI standards. Sprockets shall have deep hardness penetration in tooth sections.
4. Finish bored sprockets shall be furnished complete with key seat and setscrews.
5. Sprockets shall be of the split type or shall be furnished with taper-lock bushings as required.

6. Idler sprockets shall be furnished with brass or babbitt bushings, complete with oil hole and axial or circumferential grooving. Steel collars with setscrews may be provided in both sides of the hub.

2.10 V-BELT DRIVES

A. V-belts and sheaves shall be highest industrial grade and shall conform to ANSI and MPTA standards.

B. Unless otherwise specified, sheaves shall be machined from gray cast iron.

C. Sheaves shall be statically balanced. In some applications where vibration is a potential problem, sheaves shall be dynamically balanced. Sheaves operating at belt speeds exceeding 6,500 feet per minute may be required to be of special materials and construction.

D. Sheaves shall be furnished complete with taper-lock or QD bushings.

E. Finish bored sheaves shall be furnished complete with key seat and setscrews.

2.11 DRIVE GUARDS

A. Power transmission, prime movers, machines, and moving machine parts shall be guarded to conform to the OSHA Safety and Health Standards (29CFR1910).

B. Where required for lubrication or maintenance, guards shall have hinged access doors.

2.12 BEARINGS

A. Bearings shall conform to the standards of the Anti-Friction Bearing Manufacturers Association, Inc. (AFBMA).

B. Fitting practice, mounting, lubrication, sealing, static rating, housing strength, and other factors shall be considered in bearing selection.

C. Grease-lubricated type bearings shall be equipped with a hydraulic grease fitting in an accessible location and shall have sufficient grease capacity in the bearing chamber.

D. Install stainless steel tubing and supports as necessary to extend grease fittings so that greasing can be done from platforms and walkways used by the Owner in routine operations.

E. Permanently lubricated bearings shall be factory-lubricated with the manufacturer's recommended lubricant.

F. Except where otherwise specified or shown, bearings shall have a minimum B-10 life expectancy of 100,000 hours.

G. Bearing housings shall be of cast iron or steel and bearing mounting arrangement shall be as specified or shown, or as recommended in the published standards of the manufacturer. Split-type housings may be used to facilitate installation, inspection, and disassembly.

H. Sleeve-type bearings shall have a babbitt or bronze liner.

2.13 SHAFTING

A. Shafting shall be continuous between bearings and shall be sized to transmit the power required. Keyways shall be accurately cut in line. Shafting shall not be turned down at the ends to accommodate bearings or sprockets whose bore is less than the diameter of the shaft. Shafts shall rotate in the end bearings and shall be turned and polished, straight, and true.

B. Shafting materials shall be appropriate for the type of service and torque transmitted. Environmental elements such as corrosive gases, moisture, and fluids shall be taken into consideration. Materials shall be as shown or specified, unless furnished as part of an equipment assembly.

1. Low carbon cold-rolled steel shafting shall conform to ASTM A108, Grade 1018.
2. Medium carbon cold-rolled shafting shall conform to ASTM A108, Grade 1045.
3. Corrosion-resistant shafting shall be stainless steel or monel, whichever is most suitable for the intended service.

C. Where differential settlement between the driver and the driven equipment may be expected, a shaft of sufficient length with two sets of universal type couplings shall be provided.

D. All shafting shall be dynamically balanced in accordance with the recommendations of the shafting manufacturer.

E. The Contractor shall furnish and install a heavy-duty shaft guard for all drive shafting which is less than seven feet above floor or platform level in accordance with the provisions of paragraph 1910.210 of OSHA Rules and Regulations. Provision shall be made in the guard as necessary for lubrication and inspection access of the joints and bearings without the necessity of removing the entire guard assembly.

2.14 COUPLINGS

A. Flexible couplings shall be provided between the drivers and driven equipment. Flexible couplings shall accommodate angular misalignment, parallel misalignment, end float. Flexible couplings shall cushion shock loads.

B. Equipment manufacturer shall select or recommend the size and type of coupling required to suit each specific application.

C. Where required for vertical shafts, 3-piece spacer couplings shall be installed.

D. Taperlock bushings may be used to provide for easy installation and removal on shafts of various diameters.

E. Where universal type couplings are shown, they shall be of the needle bearing type construction, equipped with commercial type grease fittings.

2.15 EQUIPMENT FOUNDATIONS

A. Provide equipment foundations in accordance with equipment manufacturers' written instructions.

B. Mount mechanical equipment, tanks, and floor mounted control cabinets on minimum 4" high reinforced concrete bases unless otherwise shown or specified.

C. Submit foundation Drawings for review.

2.16 SHOP FABRICATION

A. Perform shop fabrication in accordance with the final reviewed and processed Shop Drawings.

2.17 NAMEPLATES

A. Equipment nameplates shall be stainless steel. Nameplates shall be engraved or stamped. Fasten nameplates to equipment in an accessible location with No. 4 or larger oval head stainless steel screws or drive pins.

B. Nameplates shall contain the manufacturer's name, model, serial number, size, characteristics, and appropriate data describing the machine performance ratings.

2.18 SPARE PARTS

A. Following approval of the spare parts list by the Engineer and immediately prior to substantial completion, furnish spare parts suitably packaged for long-term storage and labeled with the date of supply, the equipment number and part number, equipment description and part description.

PART 3 - EXECUTION

3.1 MANUFACTURERS' REPRESENTATIVES

A. Provide the services of experienced, competent, and authorized service representative of the manufacturer of the items of equipment when specified in the individual product Section.

B. Manufacturers' representatives shall visit the site of work, and shall perform the following tasks:

1. Assist Contractor in installation of equipment.
2. Inspect, check, adjust equipment, and approve equipment installation.

3. Startup and field-test equipment for proper operation, efficiency, and capacity. Perform necessary field adjustments during the test period until equipment installation and operation are satisfactory to the Engineer.
4. Supervise Functional Tests as required in relevant Section.
5. Instruct Owner's personnel in operation and maintenance of equipment as specified in this Section.

C. The times specified in the individual product Sections for the manufacturer's representative to provide services are exclusive of travel time to and from the facility. The times specified shall not be construed as to relieve the manufacturer of any additional visits to provide sufficient service to place the equipment in satisfactory operation.

3.2 INSTALLATION

A. Install equipment in accordance with acceptable procedures submitted with the Shop Drawings and as indicated on the Drawings, unless otherwise accepted by the Engineer.

B. Measure drive shafts just prior to assembly to ensure correct alignment without forcing.

C. Support pipe, fittings, valves, conduit, and other items connected to equipment so that there are no excess stresses and loads on equipment.

D. Equipment shall be secure in position and neat in appearance.

3.3 LUBRICANTS

A. Furnish and install lubricants required for initial operation.

B. Maintain lubricants at proper levels until equipment is accepted.

C. Change lubricants in each piece of equipment following equipment initial run-in. The manufacturer shall test removed lubricants for metal particles and lubricant breakdown. Submit lubricant test report to the Engineer. If the equipment manufacturer requires the first lubricant change prior to final completion, the Contractor shall remove lubricant and furnish and install the necessary lubricants.

3.4 FIELD TESTS

A. A.Perform Field Tests of equipment/systems in accordance with relevant Sections.

3.5 FUNCTIONAL TEST

A. A. Prior to placing systems in service, perform Functional Test of equipment/systems in accordance with relevant Sections.

3.6 TRAINING

A. Manufacturer's representative, responsible Subcontractor, or both shall instruct Owner's designated operating and maintenance personnel in correct operation and maintenance procedures for equipment and systems when specified in individual product specification Sections. Qualified persons who have been made familiar in advance with equipment and systems at Owner’s facility shall give on-site instruction.

B. Submit to Engineer not less than 14 days prior to each training session an outline of the training program and the qualifications of the trainer(s).

C. Coordinate training with the Owner. Notify Owner not less than 14 days in advance of each training session.

D. Provide training while equipment is fully operational.

E. Provide training for up to three separate shifts of Owner's personnel between the hours of 6:00 a.m. and 6:00 p.m. as necessary to accommodate Owner's personnel schedule. Duration of each training session shall be not less than two hours or more than six hours.

F. Operation and maintenance data as specified in the relevant Section shall be submitted and accepted prior to commencement of training. Use accepted operation and maintenance manuals as the basis of instruction.

1. Review contents of manual with personnel in full detail.
2. Explain all aspects of operation and maintenance.
3. Demonstrate startup, operation, control, adjustment, calibration, trouble-shooting, servicing, maintenance, and shutdown of equipment.

END OF SECTION

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in the Commonwealth of Virginia and who is experienced in providing land-surveying services of the kind indicated.

1.4 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

1. After Effective Date of the Agreement and before Work at site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.

2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.

B. Documentation:

1. Record and submit documentation of observations made on examination inspections in accordance with paragraph Construction Photographs and Audio-Video Recordings.
2. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.5 CONSTRUCTION PHOTOGRAPHS

A. Photographically document all phases of the project including preconstruction, construction progress, and post-construction.

B. Film handling and development shall be digital. Within 5 days of pictures being made, electronic copies shall be sent to Owner and Engineer.

C. Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.

D. Preconstruction and Post-construction:

1. After Effective Date of the Agreement and before Work at site is started, and again upon issuance of Substantial Completion, photographically document each construction site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of existing utilities and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning any sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a Land Surveyor licensed in the Commonwealth of Virginia to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully. Failure to properly clean site and work area are grounds for withholding all or part of the Contractor's Request for Payment.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

3.9 CUTTING, FITTING, AND PATCHING

A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.

B. Obtain prior written authorization of Engineer before commencing Work to cut or otherwise alter:

1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
2. Weather- or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Work of others.

C. Refinish surfaces to provide an even finish.

1. Refinish continuous surfaces to nearest intersection.
2. Refinish entire assemblies.
3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.

D. Restore existing work, underground facilities, and surfaces that are to remain in completed Work including roads, sidewalks, driveways, concrete-embedded piping, conduit, and other utilities.

E. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.

F. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.

G. Remove specimens of installed Work for testing when requested by Engineer.

END OF SECTION

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition waste.
2. Disposing of nonhazardous demolition and construction waste.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.
2. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.3 DEFINITIONS

A. Construction Waste: Site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.

B. Demolition Waste: Site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Sale: Not permitted on Project site.

B. All salvaged materials remain property of OWNER unless otherwise directed.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area off-site.
5. Protect items from damage during transport and storage.

D. Materials to be Salvaged Include:

1. Coordinate with Owner to identify items for salvage.

E. Meet with Engineer prior to starting to dismantle equipment or piping designated to be salvaged. Engineer will indicate locations where equipment is to be disconnected.

F. Provide new or repair damaged equipment or material specified or indicated to be salvaged. Clean and protect equipment from dust, dirt, natural elements, and store as directed.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. The Contractor shall clean daily all areas under construction to ensure minimum interference with roads, streets, sidewalks, and access of adjacent property owners.
2. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 017500 - TESTING AND STARTUP

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for starting of mechanical, electrical, control systems, and monitoring systems.

1.02 QUALITY CONTROL

A. When specified in individual product Specification Sections, require manufacturer to provide authorized representative to be present at site at time of startup, testing, and training.

B. Manufacturer's representative shall perform services as described in Section 016000, “Product Requirements.”

1.03 SUBMITTALS

A. General: As specified in Section 011000, “Summary.”

B. In addition, submit the following to the Engineer:

1. Preliminary schedule listing times, dates and sequence for startup of each item of equipment fourteen (14) days prior to proposed dates.
2. Manufacturer's representative reports within ten (10) days after testing.
3. Each manufacturer shall prepare and submit a completed document, which is contained at the end of this Section, certifying the installation is acceptable and meets their standards and the equipment or device is functioning properly. The Contractor shall submit these certifications to the Engineer prior to either substantial completion or placing the equipment in service. A sample of the required certification document is appended to this Section 017500.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that project conditions comply with requirements.

B. Verify that status of Work meets requirements for starting of equipment and systems.

3.02 PREPARATION

A. Coordinate sequence for startup of various items of equipment.

B. Notify Engineer fourteen (14) days prior to startup of each item of equipment.

C. Have Contract Documents, shop drawings, product data, and operation and maintenance data at hand during entire startup process.

D. Provide control diagrams that show actual control components and wiring.

E. Verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, and other conditions that may cause damage.

F. Verify control systems are fully operational in automatic and alternate modes of operation.

G. Verify that tests, meter readings, and specific electrical characteristics agree with those specified by electrical equipment manufacturer.

H. Verify that instruments, meters, and gauges have been calibrated. Perform three-point calibration on continuous elements and systems. Provide calibration records.

I. Certificate of Proper Installation shall be issued by manufacturer to Engineer and Owner prior to initiating any startup activities.

3.03 STARTUP AND FUNCTIONAL TEST

A. Perform startup prior to functional test.

1. Perform pre-startup inspection of installation.
2. Perform startup under no-load conditions, if possible. Observe noise, vibration, and operation.
3. Owner and Engineer shall witness startup.
4. If all operating characteristics are normal, proceed with startup.

B. Perform functional test prior to placing equipment in service.

1. Perform functional test under supervision of responsible manufacturers' representatives, instrumentation and control subcontractor, and Contractor personnel.
2. Representatives of Owner and Engineer shall witness functional test.
3. Perform functional test on each piece of equipment and operational system as specified in the individual product Sections.
4. If system is to be placed in service in phases, perform functional test on each part of system prior to placing each part of system in service.

C. Demonstrate that equipment operates and complies with specified performance requirements.

D. Demonstrate that control panel functions, including failures and alarms, operate and comply with specified performance requirements.

E. Functional test shall be non-destructive.

F. If necessary, simulate failures and alarm conditions by jumping failure input terminals.

G. Provide signal generators that simulate control conditions if it is not feasible to create actual conditions.

H. Use actual as-built control diagrams in demonstration of functions.

I. Use operation and maintenance manuals to demonstrate operation of equipment.

J. If functional test does not meet requirements specified in this Section, Contractor shall compensate Engineer for additional time required to observe functional testing until system successfully completes functional testing.

3.04 TRAINING

A. Comply with Section 016000, “Product Requirements.”

B. Comply with Section 018300, “Operation and Maintenance Data.”

3.05 PLACING SYSTEMS IN SERVICE

A. Complete functional testing prior to placing system in service.

B. Require Certificate of Proper Installation.

C. Require Certificate of Proper Operation.

D. Execute startup under supervision of responsible manufacturer's representative and Contractor personnel.

E. Place equipment in operation in proper sequence.

END OF SECTION

Manufacturer's Certificate Of

Proper Installation

Project_____ Date_____

Product: _____

Serial no.: _____

Specification Section: _____

As an authorized representative of the manufacturer, the undersigned certifies the product identified above has been inspected and is installed in accordance with the manufacturer's recommended standards, except as noted below.

Exceptions and comments:

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____

Printed name: _____

A copy of this executed certificate must be included in the operation and maintenance data. A copy must be forwarded to the Engineer upon completion of startup and testing.

Manufacturer's Certificate Of

Proper Operation

Project_____ Date_____

Product: _____

Serial no.: _____

Specification Section: _____

As an authorized representative of the manufacturer, the undersigned certifies the product identified above has been inspected and is installed in accordance with the manufacturer's recommended standards, except as noted below.

The undersigned further certifies that the product identified above has been placed into satisfactory operation and meets performance requirements of the Contract Documents, except as noted below.

Exceptions and comments:

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____

Printed name: _____

A copy of this executed certificate must be included in the operation and maintenance data. A copy must be forwarded to the Engineer upon completion of startup and testing.

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

C. SUBMITTALS

1. Record Drawings.
2. Operations and Maintenance Data.
3. Affidavit of Payment of Debts and Claims.
4. Affidavit of Release of Liens.
5. Consent of Surety to Final Payment.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

3. Prepare and submit Project Record Documents, and operation and maintenance manuals.
4. Terminate and remove temporary facilities from Project site.
5. Complete final cleaning requirements.
6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

B. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

C. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer.

D. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

E. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.6 WARRANTIES

A. Guarantees, Warranties, and Bonds: Submit all required guarantees, warranties, and bonds.

B. List of Manufactures and Suppliers

1. At the conclusion of the Project, the Contractor shall furnish Engineer with a complete list of subcontractors, manufacturers, and suppliers who participated in the construction or who furnished materials or equipment. The address of each firm shall be included, together with types of materials or work performed.

C. Submit the following to the Owner:

1. Affidavit of Payment of Debts and Claims.
2. Affidavit of Release of Liens.
3. Consent of Surety to Final Payment.

1.7 RELEASES FROM AGREEMENTS

A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.

B. In the Event Contractor is Unable to Secure Written Releases:

1. Inform Owner of the reasons.
2. Owner or its representatives will examine the site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
3. Should Contractor refuse to perform this Work, Owner reserves the right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory Bond in a sum to cover legal claims for damages.
4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill terms of side agreement or special easement, or (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PUNCH LIST

A. Correct all punch list items.

3.2 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

C. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.

1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner.
2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
4. Clean all windows.
5. Clean floors.
6. Broom clean exterior paved driveways and parking areas.
7. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
8. Rake clean all other surfaces.
9. 9. Remove snow and ice from access to buildings.
10. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.
11. Leave water courses, gutters, and ditches open and clean.

D. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.

B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.
2. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

A. Number of Copies: Submit one set of marked-up Record Drawings.

1. Submit one set of marked-up Record Drawings. Print each Drawing, whether or not changes and additional information were recorded.

2. Changes shall include, but are not limited to, the following.

a. Size, depth, or position of structures.
b. Changes in general construction, above or below ground.
c. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
d. State plane coordinates of locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
e. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
f. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.

g. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.

3. These records are a specific Contract requirement, and final payment will not be made until these Drawings and Project Manual have been submitted in an acceptable form.
4. Final Submittal: Submit one set of marked-up Record Prints. Plot and print each Drawing, whether or not changes and additional information were recorded.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, Subcontractor, or similar entity, to prepare the marked-up Record Drawings.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Locations and depths of underground utilities.
   d. Revisions to routing of piping.
   e. Changes made by Change Order or Work Change Directive.
   f. Changes made following Engineer's written orders.
   g. Details not on the original Contract Drawings.
   h. Field records for variable and concealed conditions.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

   a. Color Coding:

      1) Green when showing information deleted from Drawings.

2) Red when showing information added to Drawings.
3) Blue and circled in blue to show notes.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Work Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Drawings: Organize Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Engineer.
e. Name of Contractor.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer’s reference during normal working hours. The Contractor shall be required to present the Record Documents at each Progress Meeting. Record Drawings that are not current are grounds for withholding all or part of the Contractor’s Request for Payment.

END OF SECTION

SECTION 018300 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for content and submittal of manufacturers' operation and maintenance data and content and submittal of facility's operation and maintenance manual.

1.02 SUBMITTALS: MANUFACTURERS O&M DATA

A. Submittals shall be as specified in Section 011000, “Summary”.

B. Draft: Submit three (3) draft copies of manufacturer's O&M data not later than shipment of product. Draft O&M data shall include binding. The Engineer will review and return two (2) copies with comments.

C. Interim: Revise the manufacturer's O&M data based upon Engineer’s comments and manufactured product. Submit four (4) copies of the manufacturer's O&M data within 30 days after product shipment and before product is placed in service.

D. Final: Revise the manufacturer's O&M data based upon completed installation and any deficiencies noted during instruction of Owner's personnel. Submit three (3) hard copies of the complete, final O&M data and one electronic ADOBE PDF copy on reproducible CD/DVD. Submit final O&M data not more than 30 days after final inspection and startup.

1.03 CONTENTS, EACH VOLUME OF MANUFACTURER O&M DATA

A. Table of Contents: Provide title of project; names, addresses, and telephone numbers of Engineer, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses, facsimile and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use project record documents as maintenance Drawings.

E. Instructions: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Each manual shall comply with Parts 2.01.D through .G and 2.02 of this Section.

G. Warranties and Bonds: Bind in copy of each.

H. Additional Requirements: As specified in individual product Specification Sections.

1.04 DATA FOR MATERIALS AND FINISHES

A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. (Provide information for re-ordering custom manufactured products.)

B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

1.05 DATA FOR EQUIPMENT AND SYSTEMS

A. Each Item of Equipment and Each System - provide the following:

1. Product description
2. Operating procedures
3. Maintenance procedures
4. Parts
5. Lubricants
6. Other specified data

B. Manufacturer's Printed Operation and Maintenance Instructions: Provide manufacturer's printed operation and maintenance instructions.

C. Control Data: Provide the following:

1. Sequence of Operation by controls manufacturer
2. Control diagrams by controls manufacturer as installed

D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.

E. Drawings, Diagrams, and Charts: Provide the following:

1. Color-coded wiring diagrams as installed
2. Contractor's coordination Drawings, with color-coded piping diagrams as installed
3. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams

F. Tests and Reports: Include tests and reports as specified in the following contract including:

1. Section 017500, “Testing and Startup”.
2. Division 02 through Division 33 − Individual product Specification Sections.

1.06 OPERATION AND MAINTENANCE DATA REQUIREMENTS

A. Product Description:

1. Identify each system and system component. Use identification numbers presented in the contract Drawings and Specifications.
2. Describe function, physical characteristics, normal operating characteristics, and alternate operating procedure.
3. Present performance curves, engineering data, and test results.
4. Describe operating limitations, environmental limitations, and any other limitations.

B. Operating Procedures:

1. Provide instructions, including required sequences, for the following operations:

   a) Start-up following installation
   b) Break-in
   c) Routine
   d) Preventative maintenance
   e) Calibration
   f) Emergency shutdown
   g) Start-up following emergency shutdown

2. Provide operating procedures for variations in sunlight, temperature, and humidity.
3. Provide operating procedures for variations in demand, flow, and loading.
4. Provide special operating procedures vital to the product.

C. Maintenance Procedures:

1. Provide instructions for preventative, routine, and periodic maintenance, including the following:

   a) Servicing and lubricating schedule and sequences
   b) Wearing parts replacement schedule, including part numbers
   c) Product disassembly and assembly
   d) Alignment, adjustment, and testing
   e) Product re-calibration

2. Provide a "troubleshooting" guide and repair instructions.

D. Parts:

1. Provide complete nomenclature for all product parts including manufacturer's part number for replacement parts.
2. Provide a list of recommended spare parts with instructions for storage of recommended spare parts.
3. Provide a list of local sources of supply for parts.

E.

Lubricants:

1. Provide a list of lubricants required. Identify the parts to be lubricated with each listed lubricant.
2. Submit separate lubrication schedule for each piece of equipment.
3. Other Data: Provide other operation and maintenance data as specified in the individual product Specification Sections.

F. Other Data: Provide other operation and maintenance data as specified in the individual product Specification Sections.

PART 2 – PRODUCTS

2.01 GENERAL DESCRIPTION: FACILITY OPERATION AND MAINTENANCE MANUAL

A. General: The Facility Operation and Maintenance Manual shall be a compilation of all manufacturer's O&M data. This data shall include all the data provided by the Contractor for the project. Each compilation shall be organized in binders by unit process.

B. Binding:

1. The Facility Operation and Maintenance (O&M) Manual shall be bound in multiple binders. Binding by suppliers and manufacturers of their O&M data is acceptable if the binding meets the requirements of this Section. Contractor shall provide binding for O&M manual if the supplier does not provide binding which meets the requirements of this Section.
2. Binding shall be 8-1/2-inch x 11-inch size. Binder capacity shall be not less than 2 inch or more than 3 inches.
3. Binding shall be three-hole, left margin.
4. Binders shall be three-ring, D-type.
5. Binder covers shall be polyethylene, 110 mil thickness.
6. Each binder shall be identified on the binder front and spine. Lettering and artwork shall be silkscreen applied to binders. Multiple volumes with the same identification shall be numbered sequentially using Arabic numerals. Binder data and copy of artwork shall be submitted to Engineer for approval.

C. Table of Contents: Provide a detailed table of contents in each binder.

D. Index of Tabs:

1. Provide a tabbed index sheet for each equipment item, component, or subject. Index tabs shall provide quick reference points, which assist the Owner's personnel in the use of the manual.
2. Indexes shall be 90-lb. Stock, minimum. Tabs and binding strips shall be reinforced.

E. Text:

1. Text shall be legible and written in English. Each letter in the text shall be identifiable. Text shall be technically and grammatically correct.
2. Prepare the text so that operation and maintenance personnel can easily read, understand, and properly apply the instructions contained in the text. Arrange the text in a logical format. Use headings to identify each set of procedures.
3. Prepare text specific to this Project. Preprinted text and brochures may be used to supplement text specific to this Project if the text specific to this project contains reference, or references, to the preprinted material and if the preprinted material has been annotated to clearly show the part, or parts of the preprinted material that are applicable to this Project.
4. Text character height shall not be less than 8 points or more than 12 points. Larger size letters may be used for headings. Pitch shall be between 10 characters per inch and 16.66 characters per inch. The pitch may be less than 10 characters per inch in headings. Select character point and pitch to produce text, which is easy to read. Select a font style that is easy to read.

F. Illustrations:

1. Provide illustrations as required to clearly present instructions, clarify the text, or both. Place illustrations so that the illustrations are in a logical relationship to the text.
2. Pages of the O&M data may contain text, illustration, or text and illustrations. Preprinted illustrations and brochures containing illustrations may be used if the preprinted illustrations are applicable to this Project or the preprinted illustrations are annotated to clearly show the illustrations or parts of illustrations that are applicable to this Project.

G. Drawings:

1. Provide Drawings for each system in the O&M data. Drawings shall show the relationship between the various components in each system and the equipment installed in each system. If there is fluid flow within a system, the Drawings for the system shall include a flow diagram. If there is electrical power, control wiring, or both in a system, the Drawings for the system shall include a wiring diagram, a control diagram, or both as applicable.
2. Identify systems, components, and enclosures on the O&M data Drawings. Present definitions of all abbreviations and symbols used on the O&M data Drawings.
3. Identify wire and terminal numbers on all wiring diagrams.
4. Drawings shall be specific to this Project. Standard Drawings may be used in the O&M data if the Drawings are revised for this Project.

H. Quality Assurance:

1. Personnel who assemble the O&M data and the facility manual shall be familiar with requirements of this Section.
2. O&M data shall be written by, edited by, or written and edited by personnel skilled in technical writing to the extent required to communicate essential data.
3. Drawings, diagrams, figures, and illustrations shall be prepared by skilled draftsmen or CADD operators competent to prepare required Drawings.

2.02 REPRODUCTION

A. Text and Drawings, sketches and diagrams used for illustrations shall be on 8-1/2-inch x 11-inch paper, 20-lb. Minimum. Do not use sensitized paper.

B. Photo prints shall be securely mounted on 8-1/2-inch x 11-inch backing or shall be mounted in sheet protectors. Photo print backing shall be heavy paper, 90-lb. Minimum, card stock, or equal. Sheet protectors shall be non-glare, clear vinyl.

C. Drawings shall be 8-1/2-inch x 11-inch, 11-inch x 17-inch, or larger. Drawings 8-1/2-inch x 11-inch and 11-inch x 17-inch shall be bound together with text and shall have reinforced holes. Drawings larger than 11-inch x 17-inch shall be folded and placed in pockets which are bound together with text or inside the back cover of the binder.

D. Text and illustrations shall be originals, offset printed, photo prints, or first quality machine copies. Text and illustrations shall be crisp with a uniform background. If originals have characters, lines, or shading which are a color, or colors, other than black or the medium is a color, or colors other than white, provide machine color copies.

E. Drawings shall be offset printed, blue line prints, black line prints, or first generation machine copies. Drawings shall be crisp with a uniform background. If originals have lines, characters, symbols, or shading which are a color, or colors, other than black, provide offset prints of Drawings.

PART 3 – EXECUTION

3.01 TRAINING OF OWNER'S PERSONNEL

A. Fully instruct Owner's designated operating and maintenance personnel in the operations, maintenance, adjustment, and calibration of products, equipment, and systems if specified in the applicable Section of the Specifications.

B. Use the O&M data as the basis of instruction.

1. Review contents of manual with personnel in full detail.
2. Explain all aspects of operation and maintenance.

END OF SECTION

SECTION 028310 - CHAIN LINK FENCES

PART 1 - GENERAL

1.01 DESCRIPTION: This Section specifies chain link type fencing, complete.

1.02 Reference specifications where applicable to Work under this Section are referred to by abbreviation as follows:

A. American Society for Testing and Materials .....ASTM

B. Chain Link Fence Manufacturers Institute.....CLFMI

1.03 SUBMITTALS: Provide the following in a timely manner in accordance with the approved submittals Schedule as specified in Division 1 – "General Requirements."

A. Submittal: Shop drawings of fence and gate components.

PART 2 - PRODUCTS

2.01 All tubular members shall be galvanized, Schedule 40 steel meeting requirements of ASTM A 53 for pipe and coating.

2.02 All structural and roll formed shapes shall be steel and shall meet requirements of ASTM A 53 for galvanized coatings. Structural and roll formed shapes shall be commercial quality or better weldable steel.

2.03 END, CORNER, AND PULL POSTS SHALL BE:

A. 3.50-inch by 3.50-inch roll-formed section weighing 5.14 pounds per linear foot or 2.875-inch OD pipe weighing 5.79 pounds per linear foot for fence up to and including 12 feet in height.

2.04 LINE POSTS SHALL BE:

A. 1.875-inch by 1.625-inch h-section weighing 2.70 pounds per linear foot, 1.875-inch by 1.625-inch c-section weighing 2.34 pounds per linear foot, or 1.90-inch OD pipe weighing 2.72 pounds per linear foot for fabric up to and including 6 feet in height.

2.05 SWING GATE POSTS SHALL BE:

A. 3.50-inch by 3.50-inch roll-formed section weighing 5.14 pounds per linear foot, or 2.875-inch OD pipe weighing 5.79 pounds per linear foot for gate leaves up to and including 6 feet wide.

B. 4-inch OD pipe weighing 9.11 pounds per linear foot for gate leaves over 6 feet and up to and including 13 feet wide.

2.06 Fit post tops with galvanized malleable iron fitting designed to exclude water from the post interior.

A. The top shall be provided with a hole suitable for the through passage of the top rail.

2.07 Top rail shall be 1.628-inch by 1.25-inch roll-formed section weighing 1.35 pounds per linear foot, or 1.660-inch OD pipe weighing 2.27 pounds per linear foot furnished in standard lengths of approximately 20 feet with couplings approximately 6 inches long for each joint. One coupling in each five shall have an expansion spring.

2.08 A number 7 gauge coiled spring tension wire having a zinc coating of 1.6 ounces of zinc per square foot of surface area shall be provided along bottom of fence. Tension wire shall meet the requirements of ASTM A 641 Class 3B.

2.09 BRACING AND TENSIONING

A. Bands shall be unclimbable, beveled edge type, secured with 0.375-inch diameter square shouldered aluminum carriage bolts, nonremovable from outside of fence enclosure.

B. All terminal posts shall have 1.625-inch by 1.25-inch roll-formed section weighing 1.35 pounds per linear foot or 1.660-inch OD pipe weighing 2.27 pounds per linear foot. Horizontal compressive member braces shall be attached to terminal and first line posts with malleable iron fittings and bevel edge bands. Provide 0.375-inch diameter rod and turnbuckle truss braces from first line post to bottom of terminal post. Terminal posts include end, corner, pull, and gate posts.

C. Tension bars (stretcher bars) for attaching fence fabric to terminal posts shall be 0.25- by 0.75-inch high carbon steel, and shall be attached to terminal posts by means of beveled edge bands. Stretcher bars shall be one piece lengths equal to full height of fabric.

2.10 Intermediate and corner posts shall be equipped with extension arms for the support of barbed wire. The arm base shall be malleable iron and the extension shall be pressed steel, the complete units being hot galvanized after fabrication. Intermediate post arms shall have provision for accommodating the top rail, and the corner post arms shall have a set screw.

A. Arms shall slope to the outside at a 45 degree angle.

2.11 FABRIC

A. Fencing fabric shall consist of individual wire pickets, helically wound, and interwoven from 6 gauge, copper bearing steel wire to form a continuous chain link fabric in 2-inch mesh. Top and bottom edges of fabric shall have a twisted and barbed finish, and fabric shall be 8 feet in height between top and bottom edges, exclusive of barbed wire brackets. The fabric shall meet the requirements of the applicable portions of ASTM A 392.

B. Fence fabric edging shall be barbed top and bottom.

C. Fabric shall be hot dip galvanized after weaving and the zinc coating shall not be less than ASTM A 392, Class 1. The coating shall withstand six 1-minute dips by the Preece test, ASTM A 239.

D. The wire in the completed fabric shall have a tensile strength of not less than 80,000 psi.

2.12 Barbed wire shall meet requirements of ASTM A 121. Each strand shall consist of two 12-1/2 gauge twisted copper bearing, 0.20 percent copper, steel line wires, double galvanized, ASTM A 121, Class 2, having 14 gauge four point barbs spaced 5 inches apart.

2.13 GATES, FRAMES, AND HARDWARE

A. Swing gate frames shall be 1.90-inch OD pipe weighing 2.72 pounds per linear foot with interval bracing of 1.660-inch OD pipe weighing 2.27 pounds per linear foot. Frame members shall be welded at all joints to insure a watertight construction.

B. Fabric for gates shall be as specified for line fence.

C. Hinges shall be standard offset type which will allow gates to swing back parallel with line fence. Hinge material shall be malleable iron or steel forgings.

D. Double latches shall be drop-bar type, securely bolted to gate frames, and designed to engage heavy malleable iron gate stops anchored in concrete footings.

E. Single latches for gate frames up to and including 10 feet wide, shall be malleable iron, gravity type, designed to automatically engage a pin welded to the gate frame and to be secured with an approved type padlock.

F. Gate Keepers: Gates shall be equipped with a gate keeper designed to engage with the gates when opened wide to secure them in this position.

H. Provide diagonal cross-bracing consisting of 0.375-inch diameter adjustable length truss rods on gates where necessary to provide frame rigidity without sag or twist.

2.15 Miscellaneous Fittings: All fence fittings as above or otherwise necessary for a complete installation shall be malleable iron, pressed steel, aluminum, or forgings. All miscellaneous ferrous metals used in the Work shall be hot dip galvanized in accordance with ASTM A 153.

2.16 Wire Ties: For tying fabric to line posts, use 6 gauge steel wire clips for c-section or h-section posts and minimum 9 gauge aluminum or steel wire ties for tubular posts. For tying fabric to rails and braces, use 9 gauge aluminum wire ties. For tying fabric to tension wire, use 11 gauge pig rings.

2.17 Center rails between line posts shall be 1.660 OD pipe weighing 2.27 pounds per linear foot for fabric over 12 feet in height.

2.18 Provide electrical grounding at intervals not exceeding 500 feet and within 100 feet of gates on both sides adjacent to the gate. Provide grounding under a power line with three grounds, directly under the crossing and on each side between 25 and 50 feet from the crossing. Provide single grounding

under telephone and cable crossings. Ground wire shall be connected to the fabric and the ground rod by a mechanical clamp of cast bronze body and bronze or stainless steel bolts and washers.

PART 3 - EXECUTION

3.01 Space posts not more than 10 feet apart.

3.02 Encasement: Encase the posts at least 3 feet in concrete footings with a minimum of 6 inches of concrete below the bottom of the post. Provide encasement 10 inches in diameter for line posts, 12 inches in diameter for end, corner, and pull posts, and 10-inches plus the od of the gate post in diameter for gate posts. Extend top of encasements 2 inches above ground line at post, and slope top to drain.

3.03 Where rock is encountered, drill holes 2 inches deeper than required 3 feet. Drill the holes 2 inches greater than the outside diameter of the post or the greatest dimension of the h-section. Then fill in the hole around the post with a one to three grout of cement and concrete sand. Complete encasement of the post as specified in article, "Encasement."

3.04 Brace terminal posts with specified horizontal compressive member, and truss braces and fittings.

3.05 Brace corner posts in each direction with bracing specified for terminal posts.

3.06 Brace straight runs at not more than 500 foot intervals and each vertical angle point of 15 degrees or more with bracing specified for terminal posts. Install corner posts at each horizontal angle point.

3.07 Install fence fabric uniformly at a distance of 2 inches above the ground.

3.08 Fasten fabric to top rail with wire ties and bottom tension wire with pig rings at intervals of 2 feet.

3.09 Attach fabric to all posts at intervals of not more than 14 inches and on the outside of the posts in relation to the enclosed area.

3.10 Bend ends of wire ties to minimize hazards to persons or clothing.

3.11 Attach stretcher bars to terminal posts with beveled edge bands.

3.12 Install three parallel barbed wires on the top of each 45-degree extension arm, unless otherwise shown. Pull wire taut.

3.13 BARBED WIRE:

A. Outrigger: Install outriggers (extension arms) as recommended by the manufacturer, and in accordance with these specifications. Securely anchor supporting arms to posts in such a manner that shall prevent easy removal with hand tools. Studs driven by low-velocity powder actuated tools may be used with steel, wrought iron, ductile irons, or malleable iron.

B. Install barbed wire and all necessary accessories as shown on the drawings and described in this Section.

C. Barbed wire shall be stretched tight through the outer slot only, of each extension arm and secured as required.

3.14 Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by the fence manufacturer. Adjust hardware for smooth operation and lubricate when necessary.

3.15 Install gate stops so that the plunger can be fully engaged.

3.16 Install nuts for tension band and hardware bolts on side of fence opposite fabric side.

END OF SECTION

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Footings.
2. Concrete toppings.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Floor and slab treatments.
4. Bonding agents.
5. Adhesives.

B. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.

b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
c. Structural 1, B-B or better; mill oiled and edge sealed.
d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I/II.

a. Fly Ash: ASTM C 618, Class F.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

2.6 REPAIR MATERIALS

2.7 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.50.
3. Slump Limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Minimum Cementitious Materials Content: 540 lb/cu. yd.

3. Slump Limit: 5 inches, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

C. Concrete Toppings: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Minimum Cementitious Materials Content: 540 lb/cu. yd..
3. Slump Limit: 5 inches, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
5. Air Content: Do not allow air content of trowel-finished toppings to exceed 3 percent.

2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

D. Chamfer exterior corners and edges of permanently exposed concrete.

E. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

F. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.6 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.

3.7 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.

2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch .

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces. While concrete is still plastic, slightly scarify surface with a fine broom.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.8 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at

least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel reinforcement placement.
2. Headed bolts and studs.
3. Verification of use of required design mixture.
4. Concrete placement, including conveying and depositing.
5. Curing procedures and maintenance of curing temperature.
6. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
8. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 034100 - PRECAST CONCRETE BUILDINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Provide preassembled precast Pump Station Electrical Building

(Approximate size: 14 feet by 36 feet with 10 foot inside clear height)

B. Building shall have a hollowcore precast concrete floor with 2 inch topping slab, insulated precast load-bearing walls on three sides and a precast roof.

C. Provide units with fire resistance indicated, calculated according to ASTM E 119 and PCI's "Design for Fire Resistance of Precast Prestressed Concrete." Buildings shall have, at minimum, a 1 1/2-hour Fire Rating.

D. Building shall be fabricated with all necessary openings as shown on complete set of drawings and coordinated by the general contractor.

E. Submittals: Product Data and structural analysis data signed and sealed by a qualified Professional Engineer licensed in the Commonwealth of Virginia.

F. Fabricator Qualifications: Fabricator participates in PCI's Plant Certification Program and is designated a PCI-certified plant, Product Group C.

G. Comply with PCI's "PCI Design Handbook - Precast and Prestressed Concrete," PCI's "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products," AWS D1.1, and AWS D1.4.

H. Structural Performance: Provide precast structural concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:

1. Floor Live Loads: 150 PSF.
2. Roof Live Loads: 20 PSF.
3. Flat Roof Snow Loads: 25 PSF.
4. For Seismic Loads, Wind Loads, and other Criteria see Drawing S-001.
5. Design precast structural concrete framing system and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live-load deflection, shrinkage and creep of primary building structure, and other building movements. Maintain precast structural concrete deflections within limits of ACI 318.

I. Manufacturer shall be responsible for design of building and shall provide signed and sealed drawings from a licensed Professional Engineer in the Commonwealth of Virginia, as part of required submittals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.

B. Steel-Welded Wire Fabric: ASTM A 185, plain, cold drawn.

C. Prestressing Strand: ASTM A 416/A 416M, Grade 270, 7-wire, enclosed within a greased plastic sheath (ASTM A416), low-relaxation strand. Roof and floor (if precast floor panel is utilized) each to be post-tensioned by a single, continuous tendon. Said tendon shall form a substantially rectangular configuration having gently curving corners and a corner where the tendon members are anchored.

1. If post-tensioning is not used in the roof panel, the following guidelines must be followed to ensure a watertight roof design.

a. The entire precast concrete roof panel surface must be cleaned and primed with a material that prepares the concrete surface for proper adherence to the coating material.
b. The entire precast concrete roof panel surface shall be sealed with a .045 EPDM continuous membrane cemented to the concrete with a compound designed for this purpose.

D. Portland Cement: ASTM C 150, Type I or Type II.

E. Fly Ash: ASTM C 618, Class C or F.

F. Silica Fume: ASTM C 1240, amorphous silica.

G. Normal-Weight Aggregates: ASTM C 33, Class 4S.

H. Air-Entraining Admixture: ASTM C 260.

I. Chemical Admixtures: ASTM C 494/C 494M. Do not use admixtures containing chlorides.

J. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8-inch x 3/8-inch square so that sides of the joint are parallel for correct caulk adhesion. Back of joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.

K. Heating, cooling, and ventilation as shown in the Contract Documents (M Drawings).

L. Panel Connections: All panels shall be securely fastened together with 1/4-inch thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A283, Grade C and hot dipped galvanized after fabrication. All fasteners to be 1/2-inch diameter bolts complying with ASTM A307 of low-carbon steel bolts. Cast-in anchors used for panel

connections to be Dayton-Superior #F-63 or equal. All inserts for corner connections must be secured directly to form before casting panels. No floating-in of connection inserts shall be allowed. Wall panels shall be connected to floor slab with 4-inch expansion anchors by manufacturer.

2.2 ACCESSORIES AND FINISHES

A. Steel Shapes and Plates: ASTM A 36/A 36M.

B. Bolts and Studs: ASTM A 307, Grade A; carbon-steel, hex-head bolts and studs; carbon-steel nuts; and flat, unhardened steel washers.

1. Hot-dip galvanize steel items adjacent to or exposed to the exterior according to ASTM A 123/A 123M or ASTM A 153/A 153M.
2. Shop-Primed Finish: Prepare surfaces of steel items according to SSPC-SP 3 and shop apply fast-curing, lead- and chromate-free, rust-inhibitive primer according to SSPC-PA 1.

C. Bearing Pads: AHA A135.4, Class 1, tempered hardboard strips.

D. Grout: ASTM C 1107, nonmetallic, nonshrink grout.

E. Doors and Frames: Shall comply with Steel Door Institute “Recommended Specifications for Standard Steel Doors and Frames” (SDI-100) and as herein specified. The buildings shall be equipped with doors as shown on the Drawings and as specified. Doors and Frames shall be bonderized and painted one coat of rust inhibitive primer and two finish coats of enamel paint . Doors in Pump Station Control Building shall have 1-1/2 hour fire rating. See Finish Schedule on drawing S-001.

F. Door Hardware:

1. Handle: Lindstrom stainless steel, 8-1/2-inch x 2-inch, or equal.
2. Hinges: PB-31/NRP/26D 4-1/2-inch x 4-1/2-inch (chrome-plated with non-removable hinge pins), 3 per door, or equal.
3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish), or equal. Key to City of Harrisonburg Water Department key system. Coordinate with Owner.
4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish), or equal.
5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish), or equal.
6. Astragal: A4441/68R, or equal.
7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal, or equal.
8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder, or equal.
9. Drip Cap: National Guard 15D72, or equal.
10. Door Stop: Ives 445B26D (Inactive leaf only), or equal.

2.3 CONCRETE MIX

A. Proportion normal-weight concrete mixes to provide the following properties:

1. Compressive Strength: 5000 psi at 28 days.
2. Water-Cementitious Materials Ratio: 0.40 maximum.

3. Air Content: 5.5 to 7.5 percent for concrete exposed to freezing and thawing, 2.5 to 4.5 percent elsewhere.

B. Concrete Mixing: Comply with ASTM C 94.

C. Finishes:

1. Interior of Building: Smooth steel form finish on all interior panel surfaces. See finish schedule on drawing S-001.
2. Exterior of Building: Match existing brick exterior.

D. Replace precast concrete units deficient in strength, manufacturing tolerances, and finishes.

2.4 GUTTERS AND DOWNSPOUTS

A. Provide aluminum gutter and down spouts to collect rainwater for each building.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install bearing pads true, level, and on uniform bearing surfaces.

B. Protect precast units and bearing pads from damage during welding.

C. Install precast units level, plumb, square, and true, within the recommended erection tolerances of PCI's "Recommended Practice for Erection of Precast Concrete."

D. Shore and brace precast concrete units to maintain location, stability, and alignment until permanent connections are installed.

E. Grout open spaces at keyways, connections, and joints after precast concrete units have been placed and secured.

F. Clean exposed surfaces of precast concrete units after erection.

END OF SECTION

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

1.3 COORDINATION

A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment Drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.

1.5 INFORMATIONAL SUBMITTALS

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.

B. Comply with applicable provisions of the following specifications and documents:

1. AISC 303.
2. AISC 341 and AISC 341s1.
3. AISC 360.
4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry or rusty before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand loads indicated and comply with other information and restrictions indicated.

B. Construction: Braced frame.

2.2 STRUCTURAL-STEEL MATERIALS

A. W-Shapes: ASTM A 992/A 992M.

B. Channels, Angles -Shapes: ASTM A 36/A 36M.

C. Plate and Bar: ASTM A 36/A 36M.

D. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade B, structural tubing.

E. Steel Pipe: ASTM A 53/A 53M, Type E or Type S, Grade B.

1. Weight Class: Standard.
2. Finish: Galvanized.

F. Steel Castings: ASTM A 216/A 216M, Grade WCB with supplementary requirement S11.

G. Steel Forgings: ASTM A 668/A 668M.

H. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS, CONNECTORS, AND ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.

B. High-Strength Bolts, Nuts, and Washers: ASTM A 490, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers with plain finish.

C. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers.

1. Finish: Hot-dip or mechanically deposited zinc coating.

D. Unheaded Anchor Rods: ASTM F 1554, Grade 36.

1. Configuration: Straight.
2. Nuts: ASTM A 563 hex carbon steel.
3. Plate Washers: ASTM A 36/A 36M carbon steel.
4. Washers: ASTM F 436, Type 1, hardened carbon steel.
5. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

E. Headed Anchor Rods: ASTM F 1554, Grade 36, straight.

1. Nuts: ASTM A 563 hex carbon steel.
2. Plate Washers: ASTM A 36/A 36M carbon steel.
3. Washers: ASTM F 436, Type 1, hardened carbon steel.
4. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

F. Threaded Rods: ASTM A 36/A 36M.

1. Nuts: ASTM A 563 hex carbon steel.
2. Washers: ASTM A 36/A 36M carbon steel.
3. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

2.4 PRIMER

A. Galvanizing Repair Paint: ASTM A 780/A 780M.

2.5 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
4. Mark and match-mark materials for field assembly.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.

D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 3, "Power Tool Cleaning."

F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

1. Cut, drill, or punch holes perpendicular to steel surfaces.
2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.7 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.8 GALVANIZING

A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.

1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
2. Galvanize lintels attached to structural-steel frame and located in exterior walls.

2.9 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

B. Bolted Connections: Inspect shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
1. Ultrasonic Inspection: ASTM E 164.

D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

B. Baseplates : Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of baseplate.
3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.

E. Do not use thermal cutting during erection.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Verify structural-steel materials and inspect steel frame joint details.
2. Verify weld materials and inspect welds.
3. Verify connection materials and inspect high-strength bolted connections.

B. Bolted Connections: Inspect bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.

3.6 REPAIRS AND PROTECTION

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 051200

SECTION 055119 - METAL GRATING STAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes industrial-type, straight-run stairs with steel-grating treads and railings attached to metal grating stairs.

1.3 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for metal stairs. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For metal grating stairs and the following:

1. Paint products.
2. Grout.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments.

C. Delegated-Design Submittal: For stairs, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Fabricator of products.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design stairs and railings.

B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform Load: 100 lbf/sq. ft..
2. Concentrated Load: 300 lbf applied on an area of 4 sq. in.
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
5. Limit deflection of treads, platforms, and framing members to L/360.

C. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor: 1.5.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

D. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.

E. Wire Rod for Grating Crossbars: ASTM A 510.

F. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

G. Cast-Abrasive Nosings: Cast iron, with an integral abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both.

2.3 FASTENERS

A. General: Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls. Select fasteners for type, grade, and class required.

B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.

C. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.

1. Provide mechanically deposited or hot-dip, zinc-coated anchor bolts for exterior stairs.

D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

1. Material for Exterior Locations: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

E. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

F. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

G. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

H. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FABRICATION, GENERAL

A. Provide complete stair assemblies, including metal framing, hangers, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.

1. Join components by welding unless otherwise indicated.
2. Use connections that maintain structural value of joined pieces.

B. Form exposed work with accurate angles and surfaces and straight edges.

C. Weld connections to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Weld exposed corners and seams continuously unless otherwise indicated.
5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 4 welds: good quality, uniform undressed weld with minimal splatter.

D. Fabricate joints that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.5 STEEL-FRAMED STAIRS

A. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," Industrial Class, unless more stringent requirements are indicated.

B. Stair Framing:

1. Fabricate stringers of steel channels.

   a. Provide closures for exposed ends of channel stringers.

2. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.

C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."

1. Fabricate treads and platforms from welded steel grating with openings in gratings no more than 3/4 inch in least dimension.
2. Surface: Serrated.
3. Finish: Galvanized.
4. Fabricate grating treads with nosing and with steel angle or steel plate carrier at each end for stringer connections. Secure treads to stringers with bolts.

2.6 STAIR RAILINGS

A. Comply with applicable requirements in Section 055213 "Pipe and Tube Railings."

1. Rails may be bent at corners, rail returns, and wall returns, instead of using prefabricated fittings.
2. Connect posts to stair framing by direct welding unless otherwise indicated.

2.7 FINISHES

A. Finish metal stairs after assembly.

B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

1. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

C. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.

C. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.

3.2 INSTALLING METAL STAIRS WITH GROUTED BASEPLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of baseplates.

B. Set steel-stair baseplates on wedges, shims, or leveling nuts. After stairs have been positioned and aligned, tighten anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use nonmetallic, nonshrink grout unless otherwise indicated.
2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055119

SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel pipe and tube railings.

1.3 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

B. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.

B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

   a. Uniform load of 50 lbf/ ft. applied in any direction.
   b. Concentrated load of 200 lbf applied in any direction.
   c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

   a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
   b. Infill load and other loads need not be assumed to act concurrently.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

2.3 STEEL AND IRON

A. Tubing: ASTM A 500 (cold formed) or ASTM A 513.

B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

D. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

2.4 FASTENERS

A. General: Provide the following:

1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
2. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.5 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with either welded or nonwelded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

I. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.

J. Form Changes in Direction as Follows:

1. By bending or by inserting prefabricated elbow fittings.

K. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

L. Close exposed ends of railing members with prefabricated end fittings.

M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

P. For removable railing posts, fabricate slip-fit sockets from steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.

1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

2.7 STEEL AND IRON FINISHES

A. Galvanized Railings:

1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
4. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

3.3 ANCHORING POSTS

A. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.

B. Install removable railing sections, where indicated, in slip-fit metal sockets.

3.4 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

3.5 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

SECTION 260000 – OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. The following table lists major electrical equipment provided as Owner furnished equipment to be installed by Contractor. This equipment is denoted as “OFCI” (Owner Furnished, Contractor Installed) on the Contract Drawings. Individual specification sections also note OFCI equipment.

Specification/Dwg	**OFCI Equipment Description**
262913/262923	Three (3) Variable Frequency Motor Controllers for Pumps P-1, P-2 and P-3
262413	Switchboard “PS”
262416	Panelboards “P1”, “EDP” and “HP”
262200	75 kVA Low Voltage Transformer associated with Panelboard “P1”
263600	600A ATS for Panel “EDP” and 600A MTS for Pump P-1
Dwg E-101	OFCI PLC-1 installed in Contractor Provided Enclosure
Dwg E-101	Various instruments and equipment per the Notes and PLC1 I/O Schedule
Dwg D-101	Three (3) Motors for Pumps P-1, P-2 and P-3

B. The Contactor shall be responsible for installing equipment designated as OFCI and shall be responsible for coordinating with the Owner’s representatives and the OFCI equipment provider’s representatives during equipment start-up and testing activities. Refer to Drawing D-101 Sequence of Construction for additional information on required coordination.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 260000

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2 and 3 control cables.

1.3 DEFINITIONS

A. VFC: Variable frequency controller.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Belden Inc.
2. General Cable; General Cable Corporation.
3. Southwire Company.

B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THWN-2.

D. VFC Cable:

1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. Hubbell Power Systems, Inc.
3. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper for feeders smaller than No. 350 AWG and below; aluminum for feeders No. 400 AWG and larger. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THWN-2, single conductors in raceway.

B. Exposed Feeders: Type THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THWN-2, single conductors in raceway.

E. Exposed Branch Circuits, Including in Crawlspaces: Type THWN-2, single conductors in raceway.

F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THWN-2, single conductors in raceway.

G. Retain one shield option with Type TC-ER cable in "VFC Output Circuits" Paragraph below.

H. VFC Output Circuits: Type XHHW-2 in metal conduit .

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

C. Perform the following tests and inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.

   a. Feeders for pumps P1, P2 and P3.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

D. Test and Inspection Reports: Prepare a written report to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Low-voltage control cabling.
2. Control-circuit conductors.
3. Identification products.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

2.2 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

2.3 CONTROL-CIRCUIT CONDUCTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Encore Wire Corporation.
2. General Cable; General Cable Corporation.
3. Southwire Company.

B. Class 1 Control Circuits: Stranded copper, Type THWN-2, in raceway, complying with UL 44.

C. Class 2 Control Circuits: Stranded copper, Type THWN-2, in raceway, complying with UL 44.

2.4 SOURCE QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to evaluate cables.

B. Factory test UTP cables according to TIA-568-C.2.

C. Factory test optical-fiber cables according to TIA-568-C.3.

D. Cable will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

3.2 INSTALLATION OF RACEWAYS AND BOXES

A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.

1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high and 2-1/2 inches deep.

B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.

C. Install manufactured conduit sweeps and long-radius elbows if possible.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Comply with NECA 1 and NFPA 70.

B. General Requirements for Cabling:

1. Cables may not be spliced.
2. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
3. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Install lacing bars and distribution spools.
4. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
5. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
6. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

C. Installation of Control-Circuit Conductors:

1. Install wiring in raceways. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."

2. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

   a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
   b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches.
   c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches.

3. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

   a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
   b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches.
   c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches.

4. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches.
5. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.

3.5 GROUNDING

A. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.6 IDENTIFICATION

A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

B. Identify data and communications system components, wiring, and cabling according to TIA-606-A; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

C. Perform the following tests and inspections:

1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.

D. End-to-end cabling will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 260523

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. Harger Lightning & Grounding.
3. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.

2.2 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet..

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches below grade.
2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.

C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.

D. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.

3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

C. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

D. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

E. Grounding system will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

G. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.

2. Construction requirements for concrete bases.

1.3 DEFINITIONS

A. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Section 077200 "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Allied Tube & Conduit.
2. Cooper B-Line, Inc.; a division of Cooper Industries.
3. Thomas & Betts Corporation.

C. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least 1 surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. Fabco Plastics Wholesale Limited.

2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
4. Rated Strength: Selected to suit applicable load criteria.

D. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

E. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

F. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

G. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

H. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Hilti, Inc.
   b. ITW Ramset/Red Head; Illinois Tool Works, Inc.
   c. MKT Fastening, LLC.

3. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

4. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Cooper B-Line, Inc.; a division of Cooper Industries.
   b. Hilti, Inc.
   c. ITW Ramset/Red Head; Illinois Tool Works, Inc.

5. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
6. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
7. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
8. Toggle Bolts: All-steel springhead type.
9. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with single-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.
7. Handholes and boxes for exterior underground cabling.

B. Related Requirements:

1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.
2. Section 270528 "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.
3. Section 280528 "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

1.3 DEFINITIONS

A. ARC: Aluminum rigid conduit.

B. GRC: Galvanized rigid steel conduit.

C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Qualification Data: For professional engineer.

C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.

D. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Allied Tube & Conduit.
2. Republic Conduit.
3. Western Tube and Conduit Corporation.

B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. GRC: Comply with ANSI C80.1 and UL 6.

D. FMC: Comply with UL 1; zinc-coated steel or aluminum.

E. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

F. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

G. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CANTEX INC.
2. Condux International, Inc.
3. Electri-Flex Company.

B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. ENT: Comply with NEMA TC 13 and UL 1653.

D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

E. LFNC: Comply with UL 1660.

F. Rigid HDPE: Comply with UL 651A.

G. Continuous HDPE: Comply with UL 651B.

H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.

I. RTRC: Comply with UL 1684A and NEMA TC 14.

J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

K. Fittings for LFNC: Comply with UL 514B.

L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

M. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper B-Line, Inc.; a division of Cooper Industries.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.
4. Square D.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 Type 3R unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Technologies Company.
2. Hubbell Incorporated.
3. Milbank Manufacturing Co.
4. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.
5. RACO; Hubbell.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy or aluminum, Type FD, with gasketed cover.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum or galvanized, cast iron with gasketed cover.

I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

K. Gangable boxes are prohibited.

L. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1or Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

M. Cabinets:

1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Oldcastle Precast, Inc.
    b. Quazite: Hubbell Power Systems, Inc.

2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC.".
7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 Inches Wide by 24 Inches Long (300 mm Wide by 600 mm Long) and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

C. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with frame and covers of polymer concrete.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Nordic Fiberglass, Inc.
    b. Quazite: Hubbell Power Systems, Inc.

2. Standard: Comply with SCTE 77.
3. Color of Frame and Cover: Gray.
4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
7. Cover Legend: Molded lettering, "ELECTRIC."
8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
9. Handholes 12 Inches Wide by 24 Inches Long (300 mm Wide by 600 mm Long) and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.
2. Concealed Conduit, Aboveground: GRC Underground Conduit: RNC, Type EPC-40-PVC direct buried and concrete encased where indicated.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
4. Boxes and Enclosures, Aboveground: NEMA 250, Type 4.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: RNC.
2. Exposed and Subject to Severe Physical Damage: GRC Raceway locations include the following:

    a. Loading dock.
    b. Pump Rooms and equipment room.

3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
4. Damp or Wet Locations: GRC.
5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel, wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

G. Install surface raceways only where indicated on Drawings.

H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C)

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

H. Support conduit within 12 inches (300 mm) of enclosures to which attached.

I. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

P. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

R. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

    a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) in temperature change.
    c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

EE. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
    b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried conduits but a minimum of 6 inches (150 mm) below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Install handholes with bottom below frost line, 24 Inches below grade.

E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.

F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Direct-buried conduit, ducts, and duct accessories.
2. Concrete-encased conduit, ducts, and duct accessories.
3. Handholes and boxes.
4. Manholes.

1.3 DEFINITIONS

A. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include duct-bank materials, including separators and miscellaneous components.
2. Include ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Include accessories for manholes, handholes, boxes.
4. Include warning tape.
5. Include warning planks.

B. Shop Drawings:

1. Precast or Factory-Fabricated Underground Utility Structures:

a. Include plans, elevations, sections, details, attachments to other work, and accessories.
b. Include duct entry provisions, including locations and duct sizes.
c. Include reinforcement details.
d. Include frame and cover design and manhole frame support rings.
e. Include grounding details.
f. Include dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.

g. Include joint details.

2. Factory-Fabricated Handholes and Boxes Other Than Precast Concrete:

a. Include dimensioned plans, sections, and elevations, and fabrication and installation details.
b. Include duct entry provisions, including locations and duct sizes.
c. Include cover design.
d. Include grounding details.
e. Include dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

1.5 INFORMATIONAL SUBMITTALS

A. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.

1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
2. Drawings shall be signed and sealed by a qualified professional engineer.

B. Product Certificates: For concrete and steel used in precast concrete manholes and handholes, as required by ASTM C 858.

C. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.

D. Source quality-control reports.

E. Field quality-control reports.

1.6 MAINTENANCE MATERIALS SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

1.8 FIELD CONDITIONS

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Owner no fewer than Seven days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Owner's written permission.

B. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.

C. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR DUCTS AND RACEWAYS

A. Comply with ANSI C2.

2.2 CONDUIT

A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.

B. RNC: NEMA TC 2, Type EPC-40-PVC UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.3 NONMETALLIC DUCTS AND DUCT ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ARNCO Corp.
2. Beck Manufacturing.
3. Cantex, Inc.
4. CertainTeed Corporation.
5. Condux International, Inc.
6. ElecSys, Inc.
7. Electri-Flex Company.
8. IPEX Inc.
9. Lamson & Sessions; Carlon Electrical Products.
10. Spiraduct/AFC Cable Systems, Inc.

B. Underground Plastic Utilities Duct: NEMA TC 2, UL 651, ASTM F 512, Type EPC-40, with matching fittings complying with NEMA TC 3 by same manufacturer as the duct.

C. Underground Plastic Utilities Duct: NEMA TC 6 & 8, ASTM F 512, Type DB-60-PVC, for direct burial, with matching fittings complying with NEMA TC 9 by same manufacturer as the duct.

D. Duct Accessories:

1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and size of ducts with which used, and selected to provide minimum duct spacing indicated while supporting ducts during concreting or backfilling.
2. Warning Tape: Underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."
3. Concrete Warning Planks: Nominal 12 by 24 by 3 inches (300 by 600 by 75 mm) in size, manufactured from 6000-psi (41-MPa) concrete.

   a. Color: Red dye added to concrete during batching.
   b. Mark each plank with "ELECTRIC" in 2-inch- (50-mm-) high, 3/8-inch- (10-mm-) deep letters.

2.4 PRECAST CONCRETE HANDHOLES AND BOXES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Americast Concrete Products, Inc.
2. Hanson Concrete Products, Inc.
3. Oldcastle Precast Group.
4. Rinker Group, Ltd.

B. Comply with ASTM C 858 for design and manufacturing processes.

C. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.

1. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
2. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
3. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing bolts.

   a. Cover Hinges: Concealed, with hold-open ratchet assembly.
   b. Cover Handle: Recessed.

4. Frame and Cover: Weatherproof aluminum frame with hinged aluminum access door assembly with tamper-resistant, captive, cover-securing bolts.

   a. Cover Hinges: Concealed, with hold-open ratchet assembly.
   b. Cover Handle: Recessed.

5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC."
7. Configuration: Units shall be designed for flush burial and have open c bottom unless otherwise indicated.
8. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.

    a. Extension shall provide increased depth of 12 inches (300 mm)
    b. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.

9. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.
10. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.

    a. Windows shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
    b. Window opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
    c. Window openings shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.

11. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

    a. Type and size shall match fittings to duct or conduit to be terminated.
    b. Fittings shall align with elevations of approaching ducts and be located near interior corners of handholes to facilitate racking of cable.

12. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.5 HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. General Requirements for Handholes and Boxes: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.

1. Color: Gray
2. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC."

6. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
7. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have factory-installed inserts for cable racks and pulling-in irons.

B. Polymer Concrete Handholes and Boxes with Polymer Concrete Cover: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following
   a. Armorcast Products Company.
   b. Carson Industries LLC.
   c. NewBasis.
   d. Quazite: Hubbell Power System, Inc.

2.6 PRECAST MANHOLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Americast Concrete Products, Inc.
2. Hanson Concrete Products, Inc.
3. Oldcastle Precast Group.
4. Rinker Group, Ltd.

B. Comply with ASTM C 858.

C. Structural Design Loading: Comply with requirements in "Underground Enclosure Application" Article.

D. Precast Manholes: One-piece units and units with interlocking mating sections, complete with accessories, hardware, and features.

E. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.

1. Windows shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or roofs of manholes, but close enough to corners to facilitate racking of cables on walls.
2. Window opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
3. Window openings shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.

F. Duct Entrances in Manhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

1. Type and size shall match fittings to duct or conduit to be terminated.
2. Fittings shall align with elevations of approaching ducts and be located near interior corners of manholes to facilitate racking of cable.

G. Concrete Knockout Panels: 1-1/2 to 2 inches (38 to 50 mm) thick, for future conduit entrance and sleeve for ground rod.

H. Ground Rod Sleeve: Provide a 3-inch (75-mm) PVC conduit sleeve in manhole floors 2 inches (50 mm) from the wall adjacent to, but not underneath, the ducts routed from the facility.

I. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.

2.7 UTILITY STRUCTURE ACCESSORIES

A. Manufacturers: Subject to compliance with requirements provide products by one of the following:

1. Bilco Company (The).
2. Campbell Foundry Company.
3. Christy Concrete Products.
4. East Jordan Iron Works, Inc.
5. Elmhurst-Chicago Stone Co.
6. McKinley Iron Works, Inc.
7. Neenah Foundry Company.
8. NewBasis.
9. Oldcastle Precast Group.
10. Osburn Associates, Inc.
11. Pennsylvania Insert Corporation.
12. Quazite:Hubbell Power Systems, Inc.
13. Rinker Group, Ltd.
14. Riverton Concrete Products.
15. Underground Devices, Inc.
16. Utility Concrete Products, LLC.
17. Utility Vault Co.
18. Wausau Tile Inc.

19. Frame and Cover: Weatherproof, gray cast iron complying with ASTM A 48/A 48M, Class 30B with milled cover-to-frame bearing surfaces; diameter, 26 inches (660 mm)

a. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
b. Special Covers: Recess in face of cover designed to accept finish material in paved areas.

20. Cover Legend: Cast in. Selected to suit system.

    a. Legend: "ELECTRIC-LV" for duct systems with power wires and cables for systems operating at 600 V and less.
    b. Legend: "ELECTRIC-HV" for duct systems with medium-voltage cables.

21. Manhole Chimney Components: Precast concrete rings with dimensions matched to those of roof opening.

    a. Mortar for Chimney Ring and Frame and Cover Joints: Comply with ASTM C 270, Type M, except for quantities less than 2.0 cu. ft. (60 L) where packaged mix complying with ASTM C 387, Type M, may be used.
    b. Seal joints watertight using preformed plastic or rubber conforming to ASTM C 990. Install sealing material according to the sealant manufacturers' printed instructions.

B. Manhole Sump Frame and Grate: ASTM A 48/A 48M, Class 30B, gray cast iron.

C. Pulling Eyes in Concrete Walls: Eyebolt with reinforcing-bar fastening insert, 2-inch (50-mm-) diameter eye, and 1-by-4-inch (25-by-100-mm) bolt.

    1. Working Load Embedded in 6-Inch (150-mm), 4000-psi (27.6-MPa) Concrete: 13,000-lbf (58-kN) minimum tension.

D. Pulling Eyes in Nonconcrete Walls: Eyebolt with reinforced fastening, 1-1/4-inch- (31-mm-) diameter eye, rated 2500-lbf (11-kN) minimum tension.

E. Pulling-In and Lifting Irons in Concrete Floors: 7/8-inch- (22-mm-) diameter, hot-dip galvanized, bent steel rod; stress relieved after forming; and fastened to reinforcing rod. Exposed triangular opening.

    1. Ultimate Yield Strength: 40,000-lbf (180-kN) shear and 60,000-lbf (270-kN) tension.

F. Bolting Inserts for Concrete Utility Structure Cable Racks and Other Attachments: Flared, threaded inserts of noncorrosive, chemical-resistant, nonconductive thermoplastic material; 1/2-inch (13-mm) ID by 2-3/4 inches (69 mm) deep, flared to 1-1/4 inches (31 mm) minimum at base.

    1. Tested Ultimate Pullout Strength: 12,000 lbf (53 kN) minimum.

G. Ground Rod Sleeve: 3-inch (75-mm), PVC conduit sleeve in manhole floors 2 inches (50 mm) from the wall adjacent to, but not underneath, the ducts routed from the facility.

H. Expansion Anchors for Installation after Concrete Is Cast: Zinc-plated, carbon-steel-wedge type with stainless-steel expander clip with 1/2-inch (13-mm) bolt, 5300-lbf (24-kN) rated pullout strength, and minimum 6800-lbf (30-kN) rated shear strength.

I. Cable Rack Assembly: Steel, hot-rolled galvanized, except insulators.

1. Stanchions: T-section or channel; 2-1/4-inch (56-mm) nominal size; punched with 14 holes on 1-1/2-inch (38-mm) centers for cable-arm attachment.
2. Arms: 1-1/2 inches (38 mm) wide, lengths ranging from 3 inches (75 mm) with 450-lb (204-kg) minimum capacity to 18 inches (450 mm) with 250-lb (114-kg) minimum capacity. Arms shall have slots along full length for cable ties and be arranged for secure mounting in horizontal position at any vertical location on stanchions.
3. Insulators: High-glaze, wet-process porcelain arranged for mounting on cable arms.

J. Cable Rack Assembly: Nonmetallic. Components fabricated from nonconductive, fiberglass-reinforced polymer.

1. Stanchions: Nominal 36 inches (900 mm) high by 4 inches (100 mm) wide, with minimum of nine holes for arm attachment.
2. Arms: Arranged for secure, drop-in attachment in horizontal position at any location on cable stanchions, and capable of being locked in position. Arms shall be available in lengths ranging from 3 inches (75 mm) with 450-lb (204-kg) minimum capacity to 20 inches (500 mm) with 250-lb (114-kg) minimum capacity. Top of arm shall be nominally 4 inches (100 mm) wide, and arm shall have slots along full length for cable ties.

K. Duct-Sealing Compound: Nonhardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F (2 deg C). Capable of withstanding temperature of 300 deg F (150 deg C) without slump and adhering to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

2.8 SOURCE QUALITY CONTROL

A. Test and inspect precast concrete utility structures according to ASTM C 1037.

B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.

Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

C. Clear and grub vegetation to be removed, and protect vegetation to remain.

3.2 UNDERGROUND DUCT APPLICATION

A. Ducts for Electrical Cables More than 600 V: RNC, NEMA Type EPC-40 PVC, in concrete-encased duct bank unless otherwise indicated.

B. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40 PVC, in concrete-encased duct bank unless otherwise indicated.

C. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

D. Ducts for Electrical Branch Circuits: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

3.3 UNDERGROUND ENCLOSURE APPLICATION

A. Handholes and Boxes for 600 V and Less:

1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-10 structural load rating.
2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Precast concrete, AASHTO HB 17, H-20 Polymer concrete, SCTE 77, Tier 15.
3. Cover design load shall not exceed the design load of the handhole or box.

B. Manholes: Precast concrete.

1. Units Located in Roadways and Other Deliberate Traffic Paths by Heavy or Medium Vehicles: H-20 structural load rating according to AASHTO HB 17.
2. Units Not Located in Deliberate Traffic Paths by Heavy or Medium Vehicles: H-10 load rating according to AASHTO HB 17.

3.4 EARTHWORK

A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.

B. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

C. Cut and patch existing pavement in the path of underground ducts and utility structures.

3.5 DUCT INSTALLATION

A. Install ducts according to NEMA TCB 2.

B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.

C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm) both horizontally and vertically, at other locations unless otherwise indicated.

D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.

E. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line direct-buried duct banks with calculated expansion of more than 3/4 inch (19 mm).
3. Grout end bells into structure walls from both sides to provide watertight entrances.

F. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall, without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

G. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.

H. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in empty ducts.

I. Concrete-Encased Ducts: Support ducts on duct separators.

1. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Section 312000 "Earth Moving" for pipes less than 6 inches (150 mm) in nominal diameter.
2. Width: Excavate trench 12 inches (300 mm) wider than duct bank on each side.
3. Width: Excavate trench 3 inches (75 mm) wider than duct bank on each side.
4. Depth: Install top of duct bank at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
5. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
6. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
7. Minimum Space between Ducts: 3 inches (75 mm) between ducts and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and signal ducts.
8. Elbows: Use manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Extend concrete encasement throughout length of elbow.
9. Elbows: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.

10. Reinforcement: Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
11. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
12. Concrete Cover: Install a minimum of 3 inches (75 mm) of concrete cover at top and bottom, and a minimum of 2 inches (50 mm) on each side of duct bank.
13. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.

    a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
    b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (15-mm) reinforcing-rod dowels extending a minimum of 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.

14. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 033000 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.

J. Direct-Buried Duct Banks:

1. Excavate trench bottom to provide firm and uniform support for duct bank. Comply with requirements in Section 312000 "Earth Moving" for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
4. Depth: Install top of duct bank at least 36 inches (900 mm) below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.
7. Elbows: Install manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

9. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 312000 "Earth Moving" for installation of backfill materials.

    a. Place minimum 3 inches (75 mm) of sand as a bed for duct bank. Place sand to a minimum of 6 inches (150 mm) above top level of duct bank.
    b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct bank.

K. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried ducts and duct banks, placing them 24 inches (600 mm) o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional planks 12 inches (300 mm) apart, horizontally.

L. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

3.6 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

A. Cast-in-Place Manhole Installation:

1. Finish interior surfaces with a smooth-troweled finish.
2. Windows for Future Duct Connections: Form and pour concrete knockout panels 1-1/2 to 2 inches (38 to 50 mm) thick, arranged as indicated.
3. Comply with requirements in Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete, formwork, and reinforcement.

B. Precast Concrete Handhole and Manhole Installation:

1. Comply with ASTM C 891 unless otherwise indicated.
2. Install units level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances.
3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevations:

1. Manhole Roof: Install with rooftop at least 15 inches (375 mm) below finished grade.
2. Manhole Frame: In paved areas and trafficways, set frames flush with finished grade. Set other manhole frames 1 inch (25 mm) above finished grade.
3. Install handholes with bottom below frost line, <Insert depth of frost line below grade at Project site> below grade.
4. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
5. Where indicated, cast handhole cover frame integrally with handhole structure.

D. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.

E. Manhole Access: Circular opening in manhole roof; sized to match cover size.

1. Manholes with Fixed Ladders: Offset access opening from manhole centerlines to align with ladder.

2. Install chimney, constructed of precast concrete collars and rings, to support cast-iron frame to connect cover with manhole roof opening. Provide moisture-tight masonry joints and waterproof grouting for frame to chimney.

F. Waterproofing: Apply waterproofing to exterior surfaces of manholes after concrete has cured at least three days. After ducts have been connected and grouted, and before backfilling, waterproof joints and connections, and touch up abrasions and scars. Waterproof exterior of manhole chimneys after mortar has cured at least three days.

G. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.

H. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.

I. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches (97 mm) for manholes and 2 inches (50 mm) for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.

3.7 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by manufacturer.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.

D. Install handholes and boxes with bottom below frost line, <30 Inches > below grade.

E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.

F. Field cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

G. For enclosures installed in graveled surfaces> and subject to occasional, nondeliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth.

1. Concrete: 3000 psi (20 kPa), 28-day strength, complying with Section 033000 "Cast-in-Place Concrete," with a troweled finish.
2. Dimensions: 10 inches wide by 12 inches deep (250 mm wide by 300 mm deep).

3.8 GROUNDING

A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.9 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch- (150-mm-) long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."

B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.10 CLEANING

A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

C. Colors for Raceways Carrying Circuits at More Than 600 V:

1. Black letters on an orange field.
2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING."

D. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

E. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.

2.3 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE,.

2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
   Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.5 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.

3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 EQUIPMENT IDENTIFICATION LABELS

A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black except where used for color-coding.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.

G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.

I. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

J. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

K. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- (75-mm-) high black letters on 20-inch (500-mm) centers. Stop stripes at legends. Apply to the following finished surfaces:

1. Floor surface directly above conduits running beneath and within 12 inches (300 mm) of a floor that is in contact with earth or is framed above unexcavated space.
2. Wall surfaces directly external to raceways concealed within wall.
3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.

B. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Self-adhesive vinyl labels. Install labels at 10-foot (3-m).

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

a. Color shall be factory applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
b. Colors for 208/120-V Circuits:

   1) Phase A: Black.
   2) Phase B: Red.
   3) Phase C: Blue.

c. Colors for 480/277-V Circuits:

   1) Phase A: Brown.
   2) Phase B: Orange.
   3) Phase C: Yellow.

d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.

E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-laminating polyester labelswith the conductor or cable designation, origin, and destination.

G. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.

H. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

   1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
   2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
   3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

J. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

   1. Limit use of underground-line warning tape to direct-buried cables.

2. Install underground-line warning tape for both direct-buried cables and cables in raceway.

K. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

a. Power transfer switches.
b. Controls with external control power connections.

M. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

N. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

a. Indoor Equipment: Adhesive film label with clear protective overlayUnless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved laminated acrylic or melamine label.
b. Enclosures and electrical cabinets.
c. Access doors and panels for concealed electrical items.
d. Switchgear.
e. Switchboards.
f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
g. Substations.
h. Emergency system boxes and enclosures.
i. Motor-control centers.
j. Enclosed switches.
k. Enclosed circuit breakers.
l. Enclosed controllers.
m. Variable-speed controllers.
n. Push-button stations.
o. Power transfer equipment.
p. Contactors.
q. Remote-controlled switches, dimmer modules, and control devices.
r. .Power-generating units.
s. Monitoring and control equipment.

END OF SECTION 260553

SECTION 260573 - OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY

OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY IS PROVIDED BY OWNER UNDER CONTRACT 2 – VARIABLE FREQUENCY DRIVES AND ELECTRICAL GEAR. CONTRACTOR SHALL COORDINATE WITH CONTRACT 2 SUPPLIER TO PROVIDE ACCESS AS REQUIRED TO CONDUCT STUDY.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes computer-based, overcurrent protective device coordination studies to determine overcurrent protective devices and to determine overcurrent protective device settings for selective tripping.

1. Study results shall be used to determine coordination of series-rated devices.

1.3 DEFINITIONS

A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.

C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.

D. SCCR: Short-circuit current rating.

E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.

1. Coordination-study input data, including completed computer program input data sheets.
2. Study and equipment evaluation reports.
3. Overcurrent protective device coordination study report; signed, dated, and sealed by a qualified professional engineer.

a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Coordination Study Software Developer Coordination Study Specialist Field Adjusting Agency.

B. Product Certificates: For overcurrent protective device coordination study software, certifying compliance with IEEE 399.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For the overcurrent protective devices to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

a. The following parts from the Protective Device Coordination Study Report:

1) One-line diagram.
2) Protective device coordination study.
3) Time-current coordination curves.

b. Power system data.

1.7 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.

B. Coordination Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.

C. Coordination Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. SKM Systems Analysis, Inc.

B. Comply with IEEE 242 and IEEE 399.

C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:

a. Arcing faults.
b. Simultaneous faults.
c. Explicit negative sequence.
d. Mutual coupling in zero sequence.

2.2 PROTECTIVE DEVICE COORDINATION STUDY REPORT CONTENTS

A. Executive summary.

B. Study descriptions, purpose, basis and scope. Include case descriptions, definition of terms and guide for interpretation of the computer printout.

C. One-line diagram, showing the following:

1. Protective device designations and ampere ratings.
2. Cable size and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center, and panelboard designations.

D. Study Input Data: As described in "Power System Data" Article.

E. Short-Circuit Study:

1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. Equivalent impedance.

2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated symmetrical fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. Calculated asymmetrical fault currents:

      1) Based on fault-point X/R ratio.
      2) Based on calculated symmetrical value multiplied by 1.6.
      3) Based on calculated symmetrical value multiplied by 2.7.

3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

   a. Voltage.
   b. Calculated symmetrical fault-current magnitude and angle.
   c. Fault-point X/R ratio.
   d. No AC Decrement (NACD) ratio.
   e. Equivalent impedance.
   f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
   g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

F. Protective Device Coordination Study:

1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.

a. Phase and Ground Relays:

1) Device tag.
2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value.
3) Recommendations on improved relaying systems, if applicable.

b. Circuit Breakers:

1) Adjustable pickups and time delays (long time, short time, ground).
2) Adjustable time-current characteristic.
3) Adjustable instantaneous pickup.
4) Recommendations on improved trip systems, if applicable.

c. Fuses: Show current rating, voltage, and class.

G. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.
2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
4. Plot the following listed characteristic curves, as applicable:

a. Power utility's overcurrent protective device.
b. Medium-voltage equipment overcurrent relays.
c. Medium- and low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
d. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
e. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
f. Cables and conductors damage curves.
g. Ground-fault protective devices.
h. Motor-starting characteristics and motor damage points.
i. Generator short-circuit decrement curve and generator damage point.
j. The largest feeder circuit breaker in each motor-control center and panelboard.

5. Series rating on equipment allows the application of two series interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Both devices share in the interruption of the fault and selectivity is sacrificed at high fault levels. Maintain selectivity for tripping currents caused by overloads.

6. Provide adequate time margins between device characteristics such that selective operation is achieved.
7. Comments and recommendations for system improvements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 PROTECTIVE DEVICE COORDINATION STUDY

A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.

B. Comply with IEEE 399 for general study procedures.

C. The study shall be based on the device characteristics supplied by device manufacturer.

D. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:

1. To normal system low-voltage load buses where fault current is 10 kA or less.

E. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.

F. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.
b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

G. Motor Protection:

1. Select protection for low-voltage motors according to IEEE 242 and NFPA 70.
2. Select protection for motors served at voltages more than 600 V according to IEEE 620.

H. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

I. Generator Protection: Select protection according to manufacturer's written recommendations and to IEEE 242.

J. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.

1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.

K. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:

1. Electric utility's supply termination point.
2. Switchgear.
3. Unit substation primary and secondary terminals.
4. Low-voltage switchgear.
5. Motor-control centers.
6. Standby generators and automatic transfer switches.
7. Branch circuit panelboards.

L. Protective Device Evaluation:

1. Evaluate equipment and protective devices and compare to short-circuit ratings.
2. Adequacy of switchgear, motor-control centers, and panelboard bus bars to withstand short-circuit stresses.
3. Any application of series-rated devices shall be recertified, complying with requirements in NFPA 70.

3.3 LOAD-FLOW AND VOLTAGE-DROP STUDY

A. Perform a load-flow and voltage-drop study to determine the steady-state loading profile of the system. Analyze power system performance two times as follows:

1. Determine load-flow and voltage drop based on full-load currents obtained in "Power System Data" Article.
2. Determine load-flow and voltage drop based on 80 percent of the design capacity of the load buses.

3. Prepare the load-flow and voltage-drop analysis and report to show power system components that are overloaded, or might become overloaded; show bus voltages that are less than as prescribed by NFPA 70.

3.4 MOTOR-STARTING STUDY

A. Perform a motor-starting study to analyze the transient effect of the system's voltage profile during motor starting. Calculate significant motor-starting voltage profiles and analyze the effects of the motor starting on the power system stability.

B. Prepare the motor-starting study report, noting light flicker for limits proposed by IEEE 141, and Insert applicable standards, and voltage sags so as not to affect the operation of other utilization equipment on the system supplying the motor.

3.5 POWER SYSTEM DATA

A. Obtain all data necessary for the conduct of the overcurrent protective device study.

1. Verify completeness of data supplied in the one-line diagram on Drawings. Call discrepancies to the attention of Architect.
2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
3. For existing equipment, whether or not relocated obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E.

B. Gather and tabulate the following input data to support coordination study. The list below is a guide. Comply with recommendations in IEEE 241 and IEEE 551 for the amount of detail required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.

1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
2. Electrical power utility impedance at the service.
3. Power sources and ties.
4. Short-circuit current at each system bus, three phase and line-to-ground.
5. Full-load current of all loads.
6. Voltage level at each bus.
7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
8. For reactors, provide manufacturer and model designation, voltage rating, and impedance.

9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
12. Maximum demands from service meters.
13. Motor horsepower and NEMA MG 1 code letter designation.
14. Low-voltage cable sizes, lengths, number, conductor material, and conduit material (magnetic or nonmagnetic).
15. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.
16. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

    a. Special load considerations, including starting inrush currents and frequent starting and stopping.
    b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
    c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
    d. Generator thermal-damage curve.
    e. Ratings, types, and settings of utility company's overcurrent protective devices.
    f. Special overcurrent protective device settings or types stipulated by utility company.
    g. Time-current-characteristic curves of devices indicated to be coordinated.
    h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
    i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
    j. Panelboards, switchboards, motor-control center ampacity, and SCCR in amperes rms symmetrical.
    k. Identify series-rated interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Obtain device data details to allow verification that series application of these devices complies with NFPA 70 and UL 489 requirements.

3.6 FIELD ADJUSTING

A. Adjust relay and protective device settings according to the recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.

B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.

C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

END OF SECTION 260573

SECTION 260574 - OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY

OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY IS PROVIDED BY OWNER UNDER CONTRACT 2 – VARIABLE FREQUENCY DRIVES AND ELECTRICAL GEAR. CONTRACTOR SHALL COORDINATE WITH CONTRACT 2 SUPPLIER TO PROVIDE ACCESS AS REQUIRED TO CONDUCT STUDY.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.3 DEFINITIONS

A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.

C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.

D. SCCR: Short-circuit current rating.

E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Other Action Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals may be in digital form.

1. Arc-flash study input data, including completed computer program input data sheets.
2. Arc-flash study report; signed, dated, and sealed by a qualified professional engineer.

    a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Arc-Flash Study Software Developer Arc-Flash Study Specialist]Field Adjusting Agency.

B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance procedures according to requirements in NFPA 70E shall be provided in the equipment manuals.

B. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

1.7 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.

B. Arc-Flash Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

    1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.

C. Arc-Flash Study Specialist Qualifications: Professional engineer in charge of performing the study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member

company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. SKM Systems Analysis, Inc.

B. Comply with IEEE 1584 and NFPA 70E.

C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENT

A. Executive summary.

B. Study descriptions, purpose, basis and scope.

C. One-line diagram, showing the following:

1. Protective device designations and ampere ratings.
2. Cable size and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center and panelboard designations.

D. Study Input Data: As described in "Power System Data" Article.

E. Short-Circuit Study Output:

1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:

a. Voltage.
b. Calculated symmetrical fault-current magnitude and angle.
c. Fault-point X/R ratio.
d. No AC Decrement (NACD) ratio.
e. Equivalent impedance.
f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

F. Incident Energy and Flash Protection Boundary Calculations:

1. Arcing fault magnitude.
2. Protective device clearing time.
3. Duration of arc.
4. Arc-flash boundary.
5. Working distance.
6. Incident energy.
7. Hazard risk category.
8. Recommendations for arc-flash energy reduction.

G. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.

2.3 ARC-FLASH WARNING LABELS

A. Comply with requirements in Section 260553 "Identification for Electrical Systems." Produce a 3.5-by-5-inch (76-by-127-mm) thermal transfer label of high-adhesion polyester for each work location included in the analysis.

B. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:

1. Location designation.
2. Nominal voltage.
3. Flash protection boundary.
4. Hazard risk category.
5. Incident energy.
6. Working distance.
7. Engineering report number, revision number, and issue date.

C. Labels shall be machine printed, with no field-applied markings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

3.2 SHORT-CIRCUIT STUDY

A. Perform study following the general study procedures contained in IEEE 399.

B. Calculate short-circuit currents according to IEEE 551.

C. Base study on the device characteristics supplied by device manufacturer.

D. The extent of the electrical power system to be studied is indicated on Drawings.

E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:

1. To normal system low-voltage load buses where fault current is 10 kA or less.

F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Include studies of system-switching configurations and alternate operations that could result in maximum fault conditions.

G. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems.

H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:

1. Electric utility's supply termination point.
2. Low-voltage switchgear.
3. Motor-control centers.
4. Standby generators and automatic transfer switches.
5. Branch circuit panelboards.

3.3 ARC-FLASH HAZARD ANALYSIS

A. Comply with NFPA 70E and its Annex D for hazard analysis study.

B. Use the short-circuit study output and the field-verified settings of the overcurrent devices.

C. Calculate maximum and minimum contributions of fault-current size.

1. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume no motor load.
2. The maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.

D. Calculate the arc-flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.

E. Include medium- and low-voltage equipment locations, except 240-V ac and 208-V ac systems fed from transformers less than 125 kVA.

F. Safe working distances shall be specified for calculated fault locations based on the calculated arc-flash boundary, considering incident energy of 1.2 cal/sq.cm.

G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:

1. Fault contribution from induction motors should not be considered beyond three to five cycles.
2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).

H. Arc-flash computation shall include both line and load side of a circuit breaker as follows:

1. When the circuit breaker is in a separate enclosure.
2. When the line terminals of the circuit breaker are separate from the work location.

I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.4 POWER SYSTEM DATA

A. Obtain all data necessary for the conduct of the arc-flash hazard analysis.

1. Verify completeness of data supplied on the one-line diagram on Drawings. Call discrepancies to the attention of Architect.
2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers.

B. Gather and tabulate the following input data to support coordination study. Comply with recommendations in IEEE 1584 and NFPA 70E as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.

1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
2. Obtain electrical power utility impedance at the service.
3. Power sources and ties.
4. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in per cent, and phase shift.
5. For reactors, provide manufacturer and model designation, voltage rating and impedance.

6. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
7. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
8. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
9. Motor horsepower and NEMA MG 1 code letter designation.
10. Low-voltage cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
11. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.

3.5 LABELING

A. Apply one arc-flash label for 600-V ac, 480-V ac, and applicable 208-V ac panelboards and disconnects and for each of the following locations:

1. Motor-control center.
2. Low-voltage switchboard.
3. Switchgear.
4. Medium-voltage switch.
5. Control panel.

3.6 APPLICATION OF WARNING LABELS

A. Install the arc-fault warning labels under the direct supervision and control of the Arc-Flash Study Specialist.

3.7 DEMONSTRATION

A. Engage the Arc-Flash Study Specialist to train Owner's maintenance personnel in the potential arc-flash hazards associated with working on energized equipment and the significance of the arc-flash warning labels.

END OF SECTION 260574

SECTION 262200 - LOW-VOLTAGE TRANSFORMERS

75 KVA LOW VOLTAGE TRANSFORMER ASSOCIATED WITH PANEL "P1" IS OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR.

PART 1 -

1.1 SUMMARY

A. Section Includes: Distribution, dry-type transformers rated 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type and size of transformer.
2. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
3. Include diagrams for power, signal, and control wiring.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D; by Schneider Electric.

B. Source Limitations: Obtain each transformer type from single source from single manufacturer.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Transformers Rated 15 kVA and Larger: Comply with NEMA TP 1 energy-efficiency levels as verified by testing according to NEMA TP 2.

D. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.

E. Coils: Continuous windings without splices except for taps.

1. Internal Coil Connections: Brazed or pressure type.
2. Coil Material: Aluminum.

F. Shipping Restraints: Paint or otherwise color code bolts, wedges, blocks, and other restraints that are to be removed after installation and before energizing. Use fluorescent colors that are easily identifiable inside the transformer enclosure.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 2

2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.

D. Transformer Enclosure Finish: Comply with NEMA 250.

1. Finish Color: Gray.

E. Taps for Transformers 3 kVA and Smaller: None.

F. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

G. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.

H. Insulation Class, Smaller than 30 kVA: 185 deg C, UL-component-recognized insulation system with a maximum of 115-deg C rise above 40-deg C ambient temperature.

I. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150-deg C rise above 40-deg C ambient temperature.

J. Fungus Proofing: Permanent fungicidal treatment for coil and core.

K. Low-Sound-Level Requirements: Maximum sound levels when factory tested according to IEEE C57.12.91, as follows:

1. 9 kVA and Less.
2. 30 to 50 kVA.
3. 51 to 150 kVA.

2.4 SOURCE QUALITY CONTROL

A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.

1. Resistance measurements of all windings at the rated voltage connections and at all tap connections.
2. Ratio tests at the rated voltage connections and at all tap connections.
3. Phase relation and polarity tests at the rated voltage connections.
4. No load losses, and excitation current and rated voltage at the rated voltage connections.
5. Impedance and load losses at rated current and rated frequency at the rated voltage connections.
6. Applied and induced tensile tests.
7. Regulation and efficiency at rated load and voltage.
8. Insulation Resistance Tests:

   a. High-voltage to ground.
   b. Low-voltage to ground.
   c. High-voltage to low-voltage.

9. Temperature tests.

END OF SECTION 262200

SECTION 262413 – SWITCHBOARDS

SWITCHBOARD "PS" IS OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Service and distribution switchboards rated 600 V and less.
2. Surge protection devices.
3. Disconnecting and overcurrent protective devices.
4. Instrumentation.
5. Control power.
6. Accessory components and features.

1.2 ACTION SUBMITTALS

A. Product Data: For each switchboard, overcurrent protective device, surge protection device, ground-fault protector, accessory, and component.

1. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

B. Shop Drawings: For each switchboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
5. Include descriptive documentation of optional barriers specified for electrical insulation and isolation.
6. Detail utility company's metering provisions with indication of approval by utility company.
7. Include evidence of NRTL listing for series rating of installed devices.
8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
9. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.
10. Include diagram and details of proposed mimic bus.

11. Include schematic and wiring diagrams for power, signal, and control wiring.

1.3 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace switchboard enclosures, buswork, overcurrent protective devices, accessories, and factory installed interconnection wiring that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Delivery.

B. Manufacturer's Warranty: Manufacturer's agrees to repair or replace surge protection devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Delivery.

PART 2 - PRODUCTS

2.1 SWITCHBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D; by Schneider Electric.

B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Comply with NEMA PB 2.

F. Comply with NFPA 70.

G. Comply with UL 891.

H. Front-Connected, Front-Accessible Switchboards:

1. Main Devices: Panel mounted.
2. Branch Devices: Panel mounted.
3. Sections front and rear aligned.

I. Nominal System Voltage: 480Y/277 V.

J. Main-Bus Continuous: 2000 A.

K. Indoor Enclosures: Steel, NEMA 250, Type 2.

L. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.

M. Barriers: Between adjacent switchboard sections.

N. Insulation and isolation for main bus of main section and main and vertical buses of feeder sections.

O. Service Entrance Rating: Switchboards intended for use as service entrance equipment shall contain from one to six service disconnecting means with overcurrent protection, a neutral bus with disconnecting link, a grounding electrode conductor terminal, and a main bonding jumper.

P. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.

Q. Hinged Front Panels: Allow access to circuit breaker.

R. Buses and Connections: Three phase, four wire unless otherwise indicated.

1. Provide phase bus arrangement A, B, C from front to back, top to bottom, and left to right when viewed from the front of the switchboard.
2. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity.
3. Copper feeder circuit-breaker line connections.
4. Ground Bus: 1/4-by-2-inch- hard-drawn copper of 98 percent conductivity, equipped with compression connectors for feeder and branch-circuit ground conductors.
5. Main-Phase Buses and Equipment-Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections
6. Disconnect Links:

    a. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.

7. Isolation Barrier Access Provisions: Permit checking of bus-bolt tightness.

S. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components including instruments and instrument transformers.

2.2 SURGE PROTECTION DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.

3. Square D; by Schneider Electric.

B. SPDs: Comply with UL 1449, Type 1.

C. SPDs with the following features and accessories:

a. Integral disconnect switch.
b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
c. Indicator light display for protection status.
d. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status.
e. Surge counter.

D. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 250kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V.
2. Line to Ground: 1200 V for 480Y/277 V.
3. Line to Line: 2000 V for 480Y/277 V.

F. SCCR: Equal or exceed 100 kA.

G. Nominal Rating: 20 kA.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:

a. Instantaneous trip.
b. Long- and short-time pickup levels.
c. Long and short time adjustments.
d. Ground-fault pickup level, time delay, and I^2t response.

4. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Lugs: Compression style, suitable for number, size, trip ratings, and conductor material.

2.4 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

B. Portable Test Set: For testing functions of solid-state trip devices without removing from switchboard. Include relay and meter test plugs suitable for testing switchboard meters and switchboard class relays.

C. Mounting Accessories: For anchors, mounting channels, bolts, washers, and other mounting accessories, comply with requirements in Section 260548.16 "Seismic Controls for Electrical Systems" or manufacturer's instructions.

2.5 INSTRUMENTATION

A. Instrument Transformers: As required to support Section 2.5.B, NEMA EI 21.1, and the following:

1. Potential Transformers: NEMA EI 21.1; 120 V, 60 Hz, secondary; disconnecting type with integral fuse mountings. Burden and accuracy shall be consistent with connected metering and relay devices.
2. Current Transformers: NEMA EI 21.1; 5 A, 60 Hz, secondary; single secondary winding and secondary shorting device. Burden and accuracy shall be consistent with connected metering and relay devices.
3. Control-Power Transformers: Dry type, mounted in separate compartments for units larger than 3 kVA.

B. Multifunction Digital-Metering Monitor: Microprocessor-based unit suitable for three- or four-wire systems and with the following features:

1. Selectable digital display of the following values with maximum accuracy tolerances as indicated:

a. Phase Currents, Each Phase: Plus or minus 0.5 percent.
b. Phase-to-Phase Voltages, Three Phase: Plus or minus 0.5 percent.
c. Phase-to-Neutral Voltages, Three Phase: Plus or minus 0.5 percent.
d. Kilowatts: Plus or minus 1 percent.
e. VARs: Plus or minus 1 percent.
f. Power Factor: Plus or minus 1 percent.
g. Frequency: Plus or minus 0.1 percent.
h. Accumulated Energy, Kilowatt Hours: Plus or minus 1 percent; accumulated values unaffected by power outages up to 72 hours.
i. Kilowatt Demand: Plus or minus 1 percent; demand interval programmable from five to 60 minutes.

2. Communications: An Ethernet port shall be provided to export time stamped values of all displayed parameters and status to external network. Communication protocol shall support Modbus over TCP/IP to coordinate with Owner’s equipment.

3. Mounting: Display and control unit flush or semiflush mounted in instrument compartment door.

END OF SECTION 262413

SECTION 262416 – PANELBOARDS

PANELBOARDS "P1", "EDP" AND "HP" ARE OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

A. SVR: Suppressed voltage rating.

B. SPD: Surge Protection Device.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: spares for each panelboard as indicated in the panel schedules.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Comply with NEMA PB 1.

F. Comply with NFPA 70.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."

B. Enclosures: Surface-mounted cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions.
3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
4. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
5. Finishes:

a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
b. Back Boxes: Galvanized steel.
c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.

6. Directory Card: Inside panelboard door, mounted in transparent card holder.

C. Incoming Mains Location: Top.

D. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.

E. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Compression type.
3. Ground Lugs and Bus-Configured Terminators: Compression type.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 PERFORMANCE REQUIREMENTS

A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2, rated for 480VL-L, >150kA peak surge current, 20kA nominal, 100kA SSC.

2.3 DISTRIBUTION PANELBOARDS

A. Distribution panelboards, as specified in this article, fall under requirements of "Power Panelboards" in NFPA 70.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

C. Panelboards: NEMA PB 1, power and feeder distribution type.

D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches high, provide two latches, keyed alike.

E. Mains: MLO.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in circuit breakers.

G. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker.

D. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

    a. Instantaneous trip.
    b. Long- and short-time pickup levels.
    c. Long- and short-time time adjustments.
    d. Ground-fault pickup level, time delay, and I squared x t response.

4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
5. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
6. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
7. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

    a. Standard frame sizes, trip ratings, and number of poles.
    b. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
    c. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
    d. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.6 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

2.7 IDENTIFICATION

A. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

B. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

C. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Isolated-ground receptacles.
3. Tamper-resistant receptacles.
4. Snap switches and wall-box dimmers.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

D. RFI: Radio-frequency interference.

E. TVSS: Transient voltage surge suppressor.

F. UTP: Unshielded twisted pair.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Receptacles for Owner-Furnished Equipment: Match plug configurations.
2. Cord and Plug Sets: Match equipment requirements.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Samples: One for each type of device and wall plate specified, in each color specified.

1.6 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Wiring Devices, Inc.
2. Hubbell.
3. Leviton Manufacturing Co., Inc.
4. Pass & Seymour/Legrand (Pass & Seymour).

B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:

1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.

2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2.4 GFCI RECEPTACLES

A. General Description:

1. Straight blade, feed through type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2.5 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Single Pole:

1) Cooper; AH1221.
2) Hubbell; HBL1221.
3) Leviton; 1221-2.
4) Pass & Seymour; CSB20AC1.

b. Two Pole:

1) Cooper; AH1222.
2) Hubbell; HBL1222.
3) Leviton; 1222-2.
4) Pass & Seymour; CSB20AC2.

c. Three Way:

1) Cooper; AH1223.
2) Hubbell; HBL1223.
3) Leviton; 1223-2.
4) Pass & Seymour; CSB20AC3.

C. Pilot-Light Switches, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Single pole, with neon-lighted handle, illuminated when switch is "off."

D. Tamper-Resistant and Weather-Resistant Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section, when installed in wet and damp locations.

E. GFCI, Feed-Through Type, Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, UL 498, and UL 943 Class A.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.

d. Pass & Seymour/Legrand (Pass & Seymour).

F. GFCI, Tamper-Resistant and Weather-Resistant Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, UL 498, and UL 943 Class A.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section.

G. Toggle Switches, Square Face, 120/277 V, 15 A: Comply with NEMA WD 1, UL 20, and FS W-S-896.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2.6 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: 0.035-inch- thick, satin-finished, Type 302 stainless steel.
3. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant die-cast aluminum with lockable cover.

2.7 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System: Ivory unless otherwise indicated or required by NFPA 70 or device listing.

B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

   a. Cut back and pigtail, or replace all damaged conductors.
   b. Straighten conductors that remain and remove corrosion and foreign matter.
   c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.

7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan speed control are listed for that application.
3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

A. Comply with Section 260553 "Identification for Electrical Systems."

B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Test straight-blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz..

D. Wiring device will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:

   a. Control circuits.
   b. Enclosed switches.

2. Spare-fuse cabinets.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:

1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

   a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
   b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
3. Current-limitation curves for fuses with current-limiting characteristics.
4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in electronic format suitable for use in coordination software and in PDF format.
5. Coordination charts and tables and related data.
6. Fuse sizes for elevator feeders and elevator disconnect switches.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017700 "Closeout Procedures," Section 017823 "Operation and Maintenance Data,"]include the following:

1. Ambient temperature adjustment information.
2. Current-limitation curves for fuses with current-limiting characteristics.
3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse used on the Project. Submit in electronic format suitable for use in coordination software and in PDF format.
4. Coordination charts and tables and related data.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.6 FIELD CONDITIONS

A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Bussmann; a division of Cooper Industries.
2. Edison; a brand of Cooper Bussmann; a division of Cooper Industries.
3. Littelfuse, Inc.

B. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

1. Type RK-1: 600-V, zero- to 600-A rating, 200 kAIC, time delay.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA FU 1 for cartridge fuses.

D. Comply with NFPA 70.

E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.

C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.

D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Cartridge Fuses:

1. Motor Branch Circuits: Class RK1 time delay.
2. Other Branch Circuits: Class RK1, time delay.
3. Control Transformer Circuits: Class CC, time delay, control transformer duty.
4. Provide open-fuse indicator fuses or fuse covers with open fuse indication.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.4 IDENTIFICATION

A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Enclosures.

1.3 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.4 PERFORMANCE REQUIREMENTS

1.5 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Submit on translucent log-log graph paper.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

1.6 INFORMATIONAL SUBMITTALS

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Fuse Pullers: Two for each size and type.

1.9 QUALITY ASSURANCE

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NFPA 70.

1.10 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
2. Altitude: Not exceeding 6600 feet.

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Owner's written permission.
4. Comply with NFPA 70E.

1.11 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Wiring Devices, Inc.
2. Eaton Electrical Sector; Eaton Corporation.
3. General Electric Company.
4. Siemens Industry, Inc.
5. Square D.

B. Type HD, Heavy Duty, Single Throw, 240] [V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate [indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
6. Hookstick Handle: Allows use of a hookstick to operate the handle.
7. Lugs: Mechanical type, suitable for number, size, and conductor material.

8. Accessory Control Power Voltage: Remote mounted and powered; 120-V ac.

2.2 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Wiring Devices, Inc.
2. Eaton Electrical Sector; Eaton Corporation.
3. General Electric Company.
4. Siemens Industry, Inc.
5. Square D.

B. Type HD, Heavy Duty, Single Throw, 240 V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs:Mechanical type, suitable for number, size, and conductor material.
7. Accessory Control Power Voltage: Remote mounted and powered; 120-V ac.
8. Mechanically interlocked auxiliary contacts that change state when switch is opened and closed.
9. Form C alarm contacts that change state when switch is tripped.

2.3 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 3 R.
4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Install fuses in fusible devices.

D. Comply with NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."

END OF SECTION 262816

SECTION 262913 - ENCLOSED CONTROLLERS

VARIABLE FREQUENCY MOTOR CONTROLLERS FOR PUMPS/MOTORS P-1, P-2 AND P-3 ARE OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes the following enclosed controllers rated 600 V and less:

1. Full-voltage manual.
2. Full-voltage magnetic.

B. Related Section:

1. Section 262923 "Variable-Frequency Motor Controllers"

1.3 DEFINITIONS

A. CPT: Control power transformer.

B. MCCB: Molded-case circuit breaker.

C. MCP: Motor circuit protector.

D. N.C.: Normally closed.

E. N.O.: Normally open.

F. OCPD: Overcurrent protective device.

G. SCR: Silicon-controlled rectifier.

1.4 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Enclosed controllers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

1.5 ACTION SUBMITTALS

A. Product Data: For each type of enclosed controller. Include manufacturer's technical data on features, performance, electrical characteristics, ratings, and enclosure types and finishes.

B. Shop Drawings: For each enclosed controller. Include dimensioned plans, elevations, sections, details, and required clearances and service spaces around controller enclosures.

1. Show tabulations of the following:

a. Each installed unit's type and details.
b. Factory-installed devices.
c. Nameplate legends.
d. Short-circuit current rating of integrated unit.
e. Listed and labeled for integrated short-circuit current (withstand) rating of OCPDs in combination controllers by an NRTL acceptable to authorities having jurisdiction.
f. Features, characteristics, ratings, and factory settings of individual OCPDs in combination controllers.

2. Wiring Diagrams: For power, signal, and control wiring.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Seismic Qualification Certificates: For enclosed controllers, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Field quality-control reports.

D. Load-Current and Overload-Relay Heater List: Compile after motors have been installed, and arrange to demonstrate that selection of heaters suits actual motor nameplate full-load currents.

E. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed, and arrange to demonstrate that switch settings for motor running overload protection suit actual motors to be protected.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed controllers to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Routine maintenance requirements for enclosed controllers and installed components.
2. Manufacturer's written instructions for testing and adjusting circuit breaker and MCP trip settings.
3. Manufacturer's written instructions for setting field-adjustable overload relays.
4. Manufacturer's written instructions for testing, adjusting, and reprogramming reduced-voltage solid-state controllers.

1.8 MATERIALS MAINTENANCE SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Control Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
3. Indicating Lights: Two of each type and color installed.
4. Auxiliary Contacts: Furnish one spare for each size and type of magnetic controller installed.
5. Power Contacts: Furnish three spares for each size and type of magnetic contactor installed.

1.9 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NFPA 70.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Store enclosed controllers indoors in clean, dry space with uniform temperature to prevent condensation. Protect enclosed controllers from exposure to dirt, fumes, water, corrosive substances, and physical damage.

B. If stored in areas subject to weather, cover enclosed controllers to protect them from weather, dirt, dust, corrosive substances, and physical damage. Remove loose packing and flammable materials from inside controllers.

1.11 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
2. Altitude: Not exceeding 6600 feet (2010 m).

B. Interruption of Existing Electrical Systems: Do not interrupt electrical systems in facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Owner no fewer than Seven days in advance of proposed interruption of electrical systems.
2. Indicate method of providing temporary utilities.
3. Do not proceed with interruption of electrical systems without Owner's written permission.
4. Comply with NFPA 70E.

1.12 COORDINATION

A. Coordinate layout and installation of enclosed controllers with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

C. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 FULL-VOLTAGE CONTROLLERS

A. General Requirements for Full-Voltage Controllers: Comply with NEMA ICS 2, general purpose, Class A.

B. Motor-Starting Switches: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off or on.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton Electrical Sector; Eaton Corporation.
    b. General Electric Company.
    c. Rockwell Automation, Inc.
    d. Siemens Industry, Inc.
    e. Square D.

2. Configuration: Nonreversing.
3. Surface mounting.
4. Red Green pilot light.

C. Fractional Horsepower Manual Controllers: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off, on, or tripped.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton Electrical Sector; Eaton Corporation.
    b. General Electric Company.
    c. Rockwell Automation, Inc.
    d. Siemens Industry, Inc.
    e. Square D.

2. Configuration:
3. Overload Relays: Inverse-time-current characteristics; NEMA ICS 2, Class 10 <t > tripping characteristics; heaters matched to nameplate full-load current of actual protected motor; external reset push button; bimetallic type.
4. Surface mounting.
5. Red Green pilot light.

D. Integral Horsepower Manual Controllers: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off, on, or tripped.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton Electrical Sector; Eaton Corporation.
    b. General Electric Company.
    c. Rockwell Automation, Inc.
    d. Siemens Industry, Inc.
    e. Square D.

2. Configuration: Nonreversing
3. Overload Relays: Inverse-time-current characteristics; NEMA ICS 2, Class 10 tripping characteristics; heaters and sensors in each phase, matched to nameplate full-load current of actual protected motor and having appropriate adjustment for duty cycle; external reset push button; bimetallic type.
4. Surface mounting.

5. Red Green pilot light.
6. Aauxiliary contacts as shown on drawing.

E. Magnetic Controllers: Full voltage, across the line, electrically held.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Eaton Electrical Sector; Eaton Corporation.
   b. General Electric Company.
   c. Rockwell Automation, Inc.
   d. Siemens Industry, Inc.
   e. Square D.

2. Configuration: Nonreversing
3. Contactor Coils: Pressure-encapsulated type

   a. Operating Voltage: Depending on contactor NEMA size and line-voltage rating, manufacturer's standard matching control power or line voltage.

4. Power Contacts: Totally enclosed, double-break, silver-cadmium oxide; assembled to allow inspection and replacement without disturbing line or load wiring.
5. Control Circuits: 120V ac; obtained from integral CPT, with primary and secondary fuses, with CPT of sufficient capacity to operate integral devices and remotely located pilot, indicating, and control devices.

   a. CPT Spare Capacity: 50VA.

6. Melting Alloy Overload Relays:

   a. Inverse-time-current characteristic.
   b. Class 20 tripping characteristic.
   c. Heaters in each phase matched to nameplate full-load current of actual protected motor and with appropriate adjustment for duty cycle.

7. N.O. isolated overload alarm contact.
8. External overload reset push button.

F. Combination Magnetic Controller: Factory-assembled combination of magnetic controller, OCPD, and disconnecting means.

G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Rockwell Automation, Inc.
4. Siemens Industry, Inc.
5. Square D.

6. Fusible Disconnecting Means:

    a. NEMA KS 1, heavy-duty, horsepower-rated, fusible switch with clips or bolt pads to accommodate Class R fuses.
    b. Lockable Handle: Accepts three padlocks and interlocks with cover in closed position.

7. Auxiliary Contacts: N.O./N.C., arranged to activate before switch blades open.
8. Nonfusible Disconnecting Means:

    a. NEMA KS 1, heavy-duty, horsepower-rated, nonfusible switch.
    b. Lockable Handle: Accepts three padlocks and interlocks with cover in closed position.
    c. Auxiliary Contacts: N.O./N.C., arranged to activate before switch blades open.

2.2 ENCLOSURES

A. Enclosed Controllers: NEMA ICS 6, to comply with environmental conditions at installed location.

    1. Dry and Clean Indoor Locations:Type 1.
    2. Outdoor Locations: Type 3R.

2.3 ACCESSORIES

A. General Requirements for Control Circuit and Pilot Devices: NEMA ICS 5; factory installed in controller enclosure cover unless otherwise indicated.

    1. Push Buttons, Pilot Lights, and Selector Switches:[Heavy [duty,] type.

        a. Push Buttons: Recessed types; momentary as indicated.
        b. Pilot Lights: Transformer types; colors as indicated;
        c. Selector Switches: Rotary type.
        d. Reversible N.C./N.O. auxiliary contact(s).

B. Control Relays: Auxiliary and adjustable solid-state time-delay relays.

C. Phase-Failure, Phase-Reversal, and Undervoltage and Overvoltage Relays: Solid-state sensing circuit with isolated output contacts for hard-wired connections. Provide adjustable undervoltage, overvoltage, and time-delay settings.

D. Sun shields installed on fronts, sides, and tops of enclosures installed outdoors and subject to direct and extended sun exposure.

E. Cover gaskets for Type 1 enclosures.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and surfaces to receive enclosed controllers, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine enclosed controllers before installation. Reject enclosed controllers that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Wall-Mounted Controllers: Install enclosed controllers on walls with tops at uniform height unless otherwise indicated, and by bolting units to wall or mounting on lightweight structural-steel channels bolted to wall. For controllers not at walls, provide freestanding racks complying with Section 260529 "Hangers and Supports for Electrical Systems."

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Install fuses in each fusible-switch enclosed controller.

D. Install fuses in control circuits if not factory installed. Comply with requirements in Section 262813 "Fuses."

E. Install heaters in thermal overload relays. Select heaters based on actual nameplate full-load amperes after motors have been installed.

F. Install, connect, and fuse thermal-protector monitoring relays furnished with motor-driven equipment.

G. Comply with NECA 1.

3.3 IDENTIFICATION

A. Identify enclosed controllers, components, and control wiring. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved nameplate.
3. Label each enclosure-mounted control and pilot device.

3.4 CONTROL WIRING INSTALLATION

A. Install wiring between enclosed controllers and remote devices Comply with requirements in Section 260523 "Control-Voltage Electrical Power Cables."

B. Bundle, train, and support wiring in enclosures.

C. Connect selector switches and other automatic-control selection devices where applicable.

1. Connect selector switches to bypass only those manual- and automatic-control devices that have no safety functions when switch is in manual-control position.
2. Connect selector switches with enclosed-controller circuit in both manual and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed controller, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

D. Tests and Inspections:

1. Inspect controllers, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
2. Test insulation resistance for each enclosed-controller element, component, connecting motor supply, feeder, and control circuits.
3. Test continuity of each circuit.
4. Verify that voltages at controller locations are within plus or minus 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Owner before starting the motor(s).
5. Test each motor for proper phase rotation.
6. Perform each electrical test and visual and mechanical inspection stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
7. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
8. Perform the following infrared (thermographic) scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each multi-pole enclosed controller. Remove front panels so joints and connections are accessible to portable scanner.
b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each multi-pole enclosed controller 11 months after date of Substantial Completion.
c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

9. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed controllers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports including a certified report that identifies enclosed controllers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

A. Set field-adjustable switches, auxiliary relays, time-delay relays, timers, and overload-relay pickup and trip ranges.

B. Adjust overload-relay heaters or settings if power factor correction capacitors are connected to the load side of the overload relays.

C. Adjust the trip settings of MCPs and thermal-magnetic circuit breakers with adjustable instantaneous trip elements. Initially adjust to six times the motor nameplate full-load ampere ratings and attempt to start motors several times, allowing for motor cooldown between starts. If tripping occurs on motor inrush, adjust settings in increments until motors start without tripping. Do not exceed eight times the motor full-load amperes (or 11 times for NEMA Premium Efficient motors if required). Where these maximum settings do not allow starting of a motor, notify [Owner before increasing settings.

D. Set field-adjustable switches and program microprocessors for required start and stop sequences in reduced-voltage solid-state controllers.

E. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."

3.7 PROTECTION

A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions until enclosed controllers are ready to be energized and placed into service.

B. Replace controllers whose interiors have been exposed to water or other liquids prior to Substantial Completion.

3.8 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain enclosed controllers.

END OF SECTION 262913

SECTION 262923 - ENCLOSED VARIABLE FREQUENCY DRIVES (1 to 500 HP)

VARIABLE FREQUENCY MOTOR CONTROLLERS FOR PUMPS/MOTORS P-1, P-2 AND P-3 ARE OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR.

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Furnish variable frequency drives (VFDs) for mechanical equipment as scheduled on the drawings and specified herein. The term VFD shall refer to the entire assembly including but not limited to the inverter, circuit-breakers, transformers, bypass contactors, reactors, filters, controllers and wiring.

B. The VFD's shall comply with the latest applicable standards of ANSI, IEEE, NEMA, NEC, and UL. The controllers shall be rated as indicated. As a minimum, the full load output current of the drive shall be equal to the equivalent motor horsepower as listed by NEC Table 430-150. The VFD manufacturer shall furnish, field test, adjust and certify all installed VFDs for satisfactory operation.

C. VFD minimum rating shall be 400 horsepower (HP). The rating shall be coordinated to be completely compatible with performance requirements of the motor and pump to be driven for the selected motor and pump manufacturers.

D. VFDs shall be constructed of UL 508A using UL recognized components assembled in a UL listed enclosure in strict accordance with the NEC for electrical safety. In addition the entire VFD assembly shall be listed to UL 508A with a Short Circuit Current Rating (SCCR) as specified.

E. All VFDs on the project shall be the product of a single manufacturer.

F. Any exceptions/deviations to this specification shall be indicated in writing to the specifying engineer and submitted with the quotation.

1.2 REFERENCES

Applicable provisions of the following Codes and Trade Standard Publications shall apply to the work of this Section, and are hereby incorporated into, and made a part of the Contract Documents.

A. NFPA-70 (2002) “National Electric Code (NEC®)”

B. ANSI C84.1 (R2002) “Electric Power Systems and Equipment - Voltage Ratings (60Hz)”

C. UL508A (2003) “Standard for Safety for Industrial Control Panels”

D. UL508C (2002) “Standard for Safety for Power Conversion Equipment”

E. NFPA 79 (2002) “Electrical Equipment of Industrial Machines/Industrial Machinery

F. NEMA ICS7 (2000) “Industrial Control and Systems: Adjustable Speed Drives

G. NEMA ICS7.1 (2000) “Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable Speed Drive Systems

H. NEMA 250 (1997) “Enclosures for Electrical Equipment (1000V maximum

I. IEC 61800-2 (1998-03) “Adjustable speed electrical power drive systems - Part 2: General requirements - rating specifications for low voltage adjustable frequency AC power drive systems”
J. IEC 61800-3 (1998-06) “Adjustable speed electrical power drive systems - Part 3: EMC product standard including specific test methods”
K. IEC 61800-5-1 (2003-02) “Adjustable speed electrical power drive systems - Part 5-1: Safety requirements - Electrical, thermal and energy
L. IEC 61800-6 (2003-03) "Adjustable speed electrical power drive systems - Part 6: Guide for determination of types of load duty and corresponding current ratings.”
M. EGSA 101P (1995a) “Engine Driven Generator Sets - Performance Standard”
N. IEEE 519 (1992) “Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems”

1.3 SUBMITTALS

A. Six (6) copies of approval drawings shall be furnished for Engineer’s approval prior to factory assembly of the VFDs. These drawings shall consist of elementary power and control wiring diagrams and enclosure outline drawings. The enclosure drawings shall include front and side views of the enclosures with overall dimensions and weights shown, conduit entrance locations and nameplate legend details.
B. Standard catalog sheets showing voltage, horsepower, maximum current ratings and recommended replacement parts with part numbers shall be furnished for each different horsepower rated VFD provided.
C. Harmonic calculation study for entire project to include the following:

1. List of all drives on the project (not limited to HV VFDs)
2. Simplified building one line diagram indicating linear loads as well as drives, transformers and Point of Common Connection (PCC).
3. Technical description of the computing software used for the calculations.
4. Description of all inputs and outputs from the analysis.

1.4 WARRANTY

A. An 18-month parts warranty minimum shall be provided on materials and workmanship from the date of invoice from an authorized distributor. Options for warranty extension beyond this period shall be quoted for additional subsequent periods of one, two, and three years.
B. Manufacturers shall provide guarantees for work under this Contract. However, such guarantees shall be in addition to and not in lieu of all other liabilities which the manufacturer may have by Law or by other provisions of the Contract Documents.
C. All materials, items of equipment and workmanship furnished under each Section shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, workmanship or design which may develop shall be made good, forthwith, by and at the expense of the Contractor including all other damage done to areas, materials and other systems resulting from this failure.

D. The Contractor shall guarantee that all elements of the systems provided under his Contract, are of sufficient capacity to meet the specified performance requirements as set forth herein or as indicated.
E. Upon receipt of notice from the Owner's representative of failure of any part of the systems or equipment during the warranty period, the affected part or parts shall be replaced, within three (3) working days, at no cost to the Owner.
F. The performance requirements of the VFD shall be verified by field testing described herein before the final payment is made.

1.5 QUALITY ASSURANCE AND FACTORY TEST

A. The manufacturer of the VFD shall be a certified ISO 9001 facility.
B. The VFD and all associated optional equipment shall be UL LISTED according to UL 508A. A UL label shall be attached inside each enclosure as verification.
C. The VFD shall be designed constructed and tested in accordance with NEMA, NEC, VDE, IEC standards.
D. Every power converter shall be tested with an actual ac induction motor, 100% load and temperature cycled within an environmental chamber at 104° F. Documentation shall be furnished to verify successful completion at the request of the engineer.
E. All printed circuit boards shall be tested under a temperature cycling (-20 to +65°C) then functionally tested via fault finder bench equipment prior to unit installation.
F. All Drive door mounted pilot devices shall be tested to verify successful operation. Documentation shall be furnished upon written request of the engineer.
G. All final assemblies shall be tested at full load. Additional testing of line-to-line and line-to-ground bolted faults shall be conducted if the drive controller design can not be Certified by UL 508C as applied to NEMA ICS 7.1 Safety Standards for Construction and Guide for Selection, Installation and Operation of Adjustable-Speed Drive Systems. The VFD shall trip electronically without device failure
H. After all tests have been performed, each VFD shall undergo a 6-hour Factory burn-in at full load test if Six Sigma Quality and Reliability are not pre approved in advance of receiving quotations for drive under this contract specification. The drive shall be burned-in at 100% inductive or motor load for (6) hours at full load without an unscheduled shutdown. When Factory burn in is not provided the drive supplier will prove 12 months of additional warranty.

PART 2 - PRODUCTS

2.1 VARIABLE FREQUENCY DRIVES

A. General

1. Provide a complete variable frequency drive (VFD) (in a single enclosure) of capacity, quantity and characteristics as described in this specification and as shown and scheduled on the drawings. Acceptable manufacturers contingent on compliance with specifications are:

a. The vectorial sum of the harmonic currents of all three (3) VFDs shall comply with IEEE 519 for THID and shall produces less than 3% THVD < 3% at of the points of common connection (PCC) including the switchboard and panels within the 480Vac distribution system. Acceptable manufacturers shall prove this requirement by analysis and during field verification testing prior to receiving final payment.

b. Acceptable manufacturers as follows shall be required to comply with all specified of this project:

1) Schneider Electric
2) General Electric
3) Cutler Hammer
4) Toshiba
5) Parker
6) Rockwell Automation

2. All VFDs shall be of the same manufacturer.
3. Each drive and assembly with manual bypass isolation shall be U.L. listed and labeled.

a. Label shall include the AIC rating for the assembly (SSCR) in accordance with UL 508A Sub-part B standard, which shall not be less then 65,000 AIC.

b. Any unit shipped without such label shall be removed from the job with NO EXCEPTIONS.

4. Each drive shall be mounted with it's accessories in a single enclosure.
5. Installation and start-up services for the equipment shall be covered by this specification.
6. Input and output control signal shall be compatible with automatic controls and/or building automation control system provided under Division 25. Submit written, signed off coordination with submittal.
7. Complete drawings shall be furnished and approved before proceeding with manufacture. Drawings shall consist of a specific bill of materials, connection diagrams and suitable outline drawings showing details necessary to locate conduit stub-ups and field wiring.
8. The VFD shall comply with the latest applicable standards of ANSI, IEEE and NEMA. The controllers shall be rated as shown in the drawings. As a minimum, the full load output current of the drive shall be equal to the equivalent motor horsepower as listed by NEC Table 430-150.
9. Drive horsepower shall be minimum size as indicated. Coordinate size with driven equipment manufacturer.
10. The VFD manufacturer shall supply with submittal information, harmonic calculations made in accordance with IEEE 519-1992 Standards showing the specified THVD, line notching and the specified THCD limits are met. Calculations shall assume worst case system conditions. System 1-line, 480V transformer data, standby generator data, and primary fault current data required to make these calculations are provided in the system short circuit study and can be obtained from the Division 26 Electrical Contractor. The submittal shall

include, as a minimum, the following information if independent performance test results are not provided in advance. See Section (2.01 C.).

a. All input data and assumptions.
b. Explanation of method uses to perform the analysis.
c. All calculation and computer printout used in the analysis including input documentation.

    1) List all drives and accessories
    2) Explanation of all inputs
    3) Explanation of all outputs

d. A system impedance diagram based on the Electrical one-line diagrams. It shall be the drive manufactures responsibility to obtain all information required.
e. All calculations shall be in accordance with IEEE 519 with all drives at 100% speed. The point of common coupling shall be the secondary connection of the transformer supplying that group of devices. These calculations shall be done with the transformer loaded to no more than 70% of its nominal capacity (without fans). These calculations shall also be done with all 18-pulse drives running
f. Each point of common coupling shall be defined as the secondary side of the transformer that feeds that group of drives. At the point of common coupling, the following numbers shall meet with the maximum load on the transformer no greater than 70% of its nominal capacity as well as the smaller drives running

    1) Total harmonic voltage distortion is less than 3%
    2) Total harmonic current distortion is less than 5% and harmonic table requirements ISC/IL <20

g. A detailed description of the tests, procedures and supporting calculations required to substantiate the installed systems compliance with the specified THD limits.

    1) The description shall include information on the proposed test equipment and test conditions
    2) Include the name and qualifications of the firm which will conduct the field tests

h. Submittals without calculations will not be reviewed.
i. Drives shall be capable of the full rated motor horsepower at all carrier frequencies of that drive.

B. Construction requirements for harmonic mitigation

1. VFDs 125 HP and Larger

a. VFDs 125 HP and larger shall be IEEE 519 DRIVE TERMINAL COMPIANT using MTE Matrix Harmonic Filters (Series D) or 18-pulse with phase shifting transformer and phase balancing reactor Technology. Provide data and calculations showing the drive harmonics do not exceed the following numbers at the power connection to the drive .

1) Total harmonic voltage distortion: Less than 3%
2) Total harmonic current distortion: Less than 5% and harmonic table requirements for ISC/IL < 20.
Note: These are the maximum harmonics that can be generated by each of these drives

b. The full load efficiency of the harmonic filter or the 18-pulse VFD shall be greater than 98 percent.

c. All wiring for the harmonic filter or 18-pulse transformer shall be copper.

C. Harmonic Mitigation Performance and Efficiency Certification

1. Harmonic Mitigation Performance and Energy Efficiency Certification shall be provided by an independent test lab as recognized by the Department Of Energy.
2. Validated test data shall be submitted using a test dynamometer to provide motor loading at Full Load, ¾ Load, ½ Loads. Test data must be provided using a dynamometer to control motor loading. The VFD shall remain running a 60 HZ output for all load conditions.

a. Harmonic measurement must be taken for phase unbalance condition of 2%, 3%, 4% and 5%

3. Without certification proposals shall be evaluated using a default efficiency value. The difference will be used to calculate saving over a 5 year operation period and added to equipment price to determine best customer value.
4. The Client will engage an independent testing company to perform harmonic testing of the VFDs in the system. The harmonic testing will provide readings with printouts of the harmonic current at each harmonic as well as the total voltage distortion at the points of common connection. The final payment to manufacturer shall depend on the verification of meeting all technical specifications including the comprehensive test report of harmonic mitigation performance as a function of load, and frequency unbalance. The report will also show motor and system efficiency as a function of load.

2.2 PERFORMANCE AND EXECUTION

A. Field Commissioning and Warranty Service

1. The VFD manufacturer shall provide a start-up service package for all VFDs provided. Service shall include inspector for final adjustment, operational checks, and a final report for record purposes. The service package shall include a (1)

year parts and labor warranty and 2 year parts warranty each from date of written acceptance and be performed by local factory trained service engineers. The service center must be permanently located within (200) miles of the job site and able to provide 24-hour service.

B. Training

1. A (1) day training course for Owner's personnel shall be presented by representatives of the manufacturer at the jobsite.

2.3 CONSTRUCTION REQUIREMENTS FOR ALL VFDS

A. VFDs shall be supplied in floor mounted enclosures.
B. The VFD shall be mounted in a Type 1enclosures with an external operated disconnect device. NEMA Type 12 or Type 1G ventilated enclosures with gaskets and filters are acceptable.
C. A mechanical interlock shall prevent personnel from opening the VFD door when the disconnect is in the “ON” position. It shall be possible for authorized personnel to defeat this interlock. Provisions shall be provided for locking all disconnects in the off position with up to three padlocks. Provisions shall also be made for accepting a padlock on the circuit breaker disconnect, preventing movement of the disconnect to the “ON” position when the door is open.
D. Provisions shall be made for both top and bottom conduit entry.
E. All fans within an enclosed VFD including the VFD heatsink fans shall be front accessible and removable without removal the VFD power converter to facilitate maintenance and or fan replacement.
F. Control wiring shall have permanent wire markings on the wire insulation. Both ends of the control wiring shall contain wire markings per the as built control elementary diagram. Red control wiring shall be used for 115Vac control circuits and blue control wiring shall be used for 24V control circuits.
G. All VFD enclosures shall be painted ANSI 61 Gray. The enclosure interior shall include a mounting surface for control and power component mounting.

2.4 ENVIRONMENTAL RATINGS

A. The VFD shall be of construction that allows operation in a pollution Degree 3 environment. The VFD shall meet IEC 60664-1 and NEMA ICS 1 Standards. The VFD shall be designed to operate in an ambient temperature from 0 to + 40 °C (+32 to 104 °F).
B. The storage temperature range shall be -25 to + 70 °C.
C. The maximum relative humidity shall be 95% at 40 °C, non-condensing.
D. The VFD shall be rated to operate at altitudes less than or equal to 3,300 ft (1000 m). For altitudes above 3,300 ft, de-rate the VFD by 1.2% for every 300 ft (100 m).
E. The VFD shall meet the IEC 60068-2 Operational Vibration Specification.

2.5 RATINGS

A. The VFD shall be designed to operate from an input voltage of and 460 ± 10% Vac.
B. The VFD shall operate from an input voltage frequency range of 60 Hz ± 5%.
C. The displacement power factor shall not be less than .95 lagging under any speed or load condition.
D. The efficiency of the VFD at 100% speed and load shall not be less than 96%.
E. Variable torque rated VFDs shall have an overcurrent capacity shall be 110% for one minute. Constant torque applications (when specified or indicated on drawings) shall use rated VFDs for an overcurrent capacity of 150% for one minute.
F. The output carrier frequency of the VFD shall be randomly modulated and selectable at 2, 4, or 10 kHz depending on Drive rating for low noise operation.
G. The maximum output frequency will be 200 Hz or as compatible with the driven equipment.
H. The VFD will be able to develop rated motor torque at 0.5 Hz (60 Hz base) in a sensorless flux vector (SVC) mode using a standard induction motor without an encoder feedback signal.

2.6 BYPASS SYSTEMS

A. Bypass Operation: Safely transfers motor between power converter output and bypass circuit, manually. Selector switches set modes and indicator lights indicate mode selected. Unit is capable of stable operation (starting, stopping, and running) with motor completely disconnected from power converter.
B. Bypass Mode: Manual operation only; requires local operator selection at VFC. Transfer between power converter and bypass contactor, and retransfer shall only be allowed with the motor at zero speed.
C. Bypass Controller: Three-contactor-style bypass allows motor operation via the power converter or the bypass controller with input isolating switch and barrier arranged to isolate the power converter input and output and permit safe testing and troubleshooting of the power converter, both energized and de-energized, while motor is operating in bypass mode.

    1. Bypass Contactor: Load-break, NEMA-rated contactor.
    2. Input and Output Isolating Contactors: Non-load-break, NEMA-rated contactors.
    3. Isolating Switch: Non-load-break switch arranged to isolate power converter and permit safe troubleshooting and testing of the power converter, both energized and de-energized, while motor is operating in bypass mode; pad-lockable, door-mounted handle mechanism.

D. Bypass Contactor Configuration: Full-voltage (across-the-line) type.

    1. Selector switch per section 2.9 of this specification.
    2. Contactor Coils: Pressure-encapsulated type with coil transient suppressors.

        a. Operating Voltage: Depending on contactor NEMA size and line-voltage rating, manufacturer's standard matching control power or line voltage.

b. Power Contacts: Totally enclosed, double break, and silver-cadmium oxide; assembled to allow inspection and replacement without disturbing line or load wiring.

3. Control Circuits: 120 -V ac; obtained from integral CPT, with primary and secondary fuses of sufficient capacity to operate all integral devices and remotely located pilot, indicating, and control devices.

a. CPT Minimum Spare Capacity: 100 VA.

4. Overload Relays: NEMA ICS 2.

a. Solid-State Overload Relays:

1) Switch or dial selectable for motor-running overload protection.
2) Sensors in each phase.
3) Class 10/20 selectable tripping characteristic selected to protect motor against voltage and current unbalance and single phasing.
4) Class II ground-fault protection, with start and run delays to prevent nuisance trip on starting.
5) Analog communication module.

b. NO isolated overload alarm contact.
c. External overload, reset push button.

2.7 PROTECTION

A. Circuit breaker coordination and short circuit protection shall be used. The use of semiconductor or current limiting fuses will not be approved.
B. The drive controller shall be UL 508C listed for use on distribution systems with 65,000 A available fault current. The drive controller shall have a coordinated short circuit rating designed to UL 508C and NEMA ICS 7.1 and listed on the nameplate. The drive controller shall be packaged with bypass (if specified or indicated on drawings) and harmonic mitigation (as specified) in accordance with UL 508A . The packaged “VFD” shall have an overall Short Circuit Current Rating (SCCR) of 100,000 A per UL 508 A.
C. Provisions shall be made to padlock the circuit breaker in the off position when the enclosure door is open.
D. Upon power-up the VFD shall automatically test for valid operation of memory, option module, loss of analog reference input, loss of communication, dynamic brake failure, DC to DC power supply, control power and the pre-charge circuit.
E. The Power Converter shall be protected against short circuits, between output phases and ground; and the logic and analog outputs.
F. The VFD shall have a minimum AC undervoltage power loss ride-through of 200 msec. The VFD shall have the user-defined option of frequency fold-back to allow motor torque production to continue to increase the duration of the powerloss ride-through.
G. The VFD shall have a selectable ride through function that will allow the logic to maintain control for a minimum of one second without faulting.

H. For a fault condition other than a ground fault, short circuit or internal fault, an auto restart function will provide up to 255 programmable restart attempts. The programmable time delay before restart attempts will range from 1 second to 999 seconds.
I. The deceleration mode of the VFD shall be programmable for normal and fault conditions. The stop modes shall include free-wheel stop and fast stop.
J. Upon loss of the analog process follower reference signal, the VFD shall fault and/or operate at a user-defined speed set between software programmed speed settings or last speed.
K. The VFD shall have solid state thermal protection that is UL Listed and meets UL 508C as a Class 20 overload protection and meets IEC 947. The minimum adjustment range shall be from .25 to 1.36% of the current output of the VFD.
L. There shall be three skip frequency ranges with a bandwidth of 5 Hz. The skip frequencies shall be programmed independently, back to back or overlapping.

2.8 ADJUSTMENTS AND CONFIGURATIONS

A. The VFD shall self-configure to the main operating supply voltage and frequency. No operator adjustments will be required.
B. Upon power-up, the VFD will automatically send a signal to the connected motor and store the resulting resistance data into memory. The inductance data will be measured during no-load operation when operating at a frequency between 20-60 Hz. The VFD shall automatically optimize the operating characteristics according to the stored data.
C. The VFD will be factory pre-set to operate most common applications.
D. A choice of three types of acceleration and deceleration ramps will be available in the VFD software; linear, S curve and U curve.
E. The acceleration and deceleration ramp times shall be adjustable from 0.1 to 999.9 seconds.
F. The volts per frequency ratios shall be user selectable to meet variable torque loads, normal and high-torque machine applications.
G. The memory shall retain and record run status and fault type of a minimum of the past eight faults.
H. Slip compensation shall be a software-enabled function.
I. The software shall have a NOLD (no load) function that will reduce the voltage to the motor when selected for variable torque loads. A constant volts/Hz ratio will be maintained during acceleration. The output voltage will then automatically adjust to meet the torque requirement of the load.
J. Sequencing logic will coordinate the engage and release thresholds and time delays for the sequencing of the VFD output in order to accomplish smooth starting.

2.9 OPERATOR CONTROLS

A. Industrial rated 22mm type control operators and pilot devices shall be door mounted and used independently of the keypad display to select operator control modes of Communication-Off-Hand-Bypass. A door mounted manual speed potentiometer shall be used to control speed in the Hand mode of operation.
B. Control modes shall function as follows:

1. Bypass – The Bypass mode shall provide local manual Start/Stop control of the bypass contactor. The bypass contactor shall automatically drop out and require manual restart with the Start/Stop control when the operator selects any other mode of operation or in event of a loss of input power.
2. Hand – The Hand mode shall allow manual operation of start, stop and speed control. The VFD shall start when the control operator is in the Hand mode and run and at low speed setting of the drive or higher as required by the position of the manual speed potentiometer. This mode shall function as 2-wire control and automatically restart after a power outage or auto restart after fault.
3. Off - The Off position of the control operator shall stop the VFD and prevent it from restarting while in the Off position. This position shall also reset the VFD after a fault condition has occurred.
4. Comm – The communication mode shall allow start, stop and speed control over network communication. (See Communication and Network Requirements.)
5. Start-Stop – Start / Stop pushbuttons shall provide 3-wire start stop control when the drive is in the Hand or Bypass position. The stop push button shall only be active in the Hand or Bypass mode of operation.

C. The VFD shall include door-mounted “Power On”, “AFC Run”, “AFC Fault”, “Comm” mode and “Bypass” pilot lights. All pilot lights except ‘Power On” shall be Push-to-Test configurations.

2.10 VFD SEQUENCING REQUIREMENTS

A. All Enclosed VFDs shall have 115VAC interface and control sequencing. A Run Command Relay (RCR) shall function as a “request to run / run permissive” and close only when all customer wired safeties and control operator conditions calling for run are satisfied. The RCR relay shall prevent drive operation in any operating mode including network communication if the RCR relay conditions are not satisfied. A Drive Run Relay (DRR) shall provide run indication and interfacing to bypass (if used) and other system control sequencing as specified.

B. While an external dry contact is closed to indicate the VFD is being supplied by standby generator power the VFD shall provide a limit its startup acceleration and output power to individually adjustable preset levels within the rated operating ranges .

2.11 SYSTEM CONTROL AND INTERFACE REQUIREMENTS

A. The following additional controls and interface requirements shall be provided:

1. Auxiliary Contacts – The VFD shall provide the following auxiliary contacts to indicate the following conditions:

   2 N.O. contacts to indicate DRIVE RUN
   1 N.C. contact to indicate DRIVE RUN
   1 N.O. contact to indicate DRIVE FAULT

2 N.C. contacts to indicate DRIVE FAULT

1 N.O. contact to indicate BYPASS RUN

1 N.O. contact to indicate AUTO/COMM MODE

2.12 COMMUNICATION AND NETWORKING REQUIREMENTS

A. A Communication Mode Relay (CMR) shall close when operator controls are in the communication position. Contacts from the CMR relay shall pick up the run command relay if all safety conditions are met. Contacts from the CMR relay shall also provide pilot light indication when the VFD is in the communication mode. The CMR relay shall allow monitoring using network communication in any operator control mode. Network communication of start, stop, and speed control shall be limited to the communication mode when operator controls are in the communication position.

B. The following Ethernet TCP/IP communication card and protocol shall be mounted and wired within the enclosed VFD.

C. The VFD shall accept an Ethernet communications card that includes embedded web-pages.

1. The embedded web-pages shall provide the ability to configure, control, monitor and diagnose the VFDs via a standard web-browser such as Internet Explorer or Netscape Navigator. No additional software should be required.
2. The embedded web-pages shall be secured by use of a customizable user name and password.
3. Standard Ethernet hubs, switches and routers can be used, although industrial grade devices are recommended if the environmental conditions warrant.
4. The Ethernet Communications Card shall support the following services via the standard Ethernet Port 502:

   a) TCP/Modbus Client, with support for periodic I/O Scanning
   b) HTTP Server for drive configuration, control, and monitoring.
   c) ICMP client to support certain IP services such as the “ping” command.
   d) BOOTP client to assign an IP Address via an address server.

5. The Ethernet Communications card shall have diagnostic LED that monitor communication

2.13 KEYPAD DISPLAY REQUIREMENTS

A. The keypad display shall be menu based and offer the modification of VFD adjustments via a touch keypad. All electrical values, configuration parameters, I/O assignments, application and activity function access, faults, local keypad control, and adjustment storage will be in plain English.

B. The display will be a high-resolution, backlighted LCD screen capable of displaying 4 lines of 20 alphanumeric characters.

C. The VFD model number, torque type, software revision number, horsepower, output current, motor frequency and motor voltage shall all be listed on the drive identification display as viewed on the LCD display.

D. The keypad interface shall be configured to display selectable outputs such as speed reference, output frequency, output current, motor torque, output power, output voltage, line voltage, DC voltage, motor thermal state, drive thermal state, elapsed time, motor speed, machine speed reference and machine speed.

E. The operator terminal shall provide a main menu consisting of status, programming, drive configuration, and keypad operation. A hardware jumper lock shall protect drive setup from unauthorized personnel by limiting access to the programming and drive configuration menus. A software password shall be configured to limit access to all menus except status. The status menu shall show meters, I/O map, fault history and drive identification.

F. There will be arrow keys that will provide the ability to scroll through menus and screens, select or activate functions or increase the value of a selected parameter.

G. A data entry key will allow the user to confirm a selected menu, numeric value or allow selection between multiple choices.

END OF SECTION 262923

SECTION 263600 - TRANSFER SWITCHES

600A MANUAL TRANSFER SWITCH FOR PUMP P-1 AND 600A AUTOMATIC TRANSFER SWITCH FOR PANEL EDP ARE OWNER FURNISHED EQUIPMENT TO BE INSTALLED BY CONTRACTOR

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes transfer switches rated 600 V and less, including the following:

1. Automatic transfer switches.
2. Remote annunciation and control systems.

1.2 ACTION SUBMITTALS

A. Product Data: Provide rated capacities, weights, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists.

1. Single-Line Diagram: Show connections between transfer switch power sources, and load; and show interlocking provisions for remote pump drive interlock.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NEMA ICS 1.

E. Comply with NFPA 70.

F. Comply with NFPA 110 for standby power requirements.

G. Comply with UL 1008 unless requirements of these Specifications are stricter.

PART 2 - PRODUCTS

2.1 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer .

B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.

C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

E. Electrical Operation: Accomplish by a non-fused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.

F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Switch Action: Double throw; mechanically held in both directions.
2. Contacts: Silver composition or silver alloy for load-current switching with separate arcing contacts.

G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.

H. Annunciation, Control, and Programming Interface Components: Transfer switch shall be provided with a minimum of two contacts for providing signal of position status to remote programming devices .

I. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Section 260553 "Identification for Electrical Systems."

1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

J. Enclosures: General-purpose NEMA 250, Type 1 , complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.2 AUTOMATIC TRANSFER SWITCHES

A. Comply with Level 2 equipment according to NFPA 110.

B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.

C. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.

D. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.

E. Status Contacts: Two sets of normally open/normally closed dry contacts operates to indicate switch position of Normal/Alternate.

F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.

G. Transfer Switches Based on Molded-Case-Switch Components: Comply with NEMA AB 1, UL 489, and UL 869A.

H. Automatic Transfer-Switch Features:

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:

    a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    b. Push-button programming control with digital display of settings.
    c. Integral battery operation of time switch when normal control power is not available.

2.3 SOURCE QUALITY CONTROL

A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

END OF SECTION 263600

SECTION 264113 - LIGHTNING PROTECTION FOR STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes lightning protection for structures.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For air terminals and mounting accessories.

1. Layout of the lightning protection system, along with details of the components to be used in the installation.
2. Include indications for use of raceway, data on how concealment requirements will be met, and calculations required by NFPA 780 for bonding of grounded and isolated metal bodies.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and manufacturer. Include data on listing or certification by UL.

B. Certification, signed by Contractor, that roof adhesive is approved by manufacturer of roofing material.

C. Field quality-control reports.

D. Comply with recommendations in NFPA 780, Annex D, "Inspection and Maintenance of Lightning Protection Systems," for maintenance of the lightning protection system.

E. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features, including the following:

1. Ground rods.
2. Ground loop conductor.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Certified by UL]or LPI as a Master Installer/Designer, trained and approved for installation of units required for this Project.

B. System Certificate:

1. UL Master Label.
2. LPI System Certificate.
3. UL Master Label Recertification.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 780, "Definitions" Article.

1.6 COORDINATION

A. Coordinate installation of lightning protection with installation of other building systems and components, including electrical wiring, supporting structures and building materials, metal bodies requiring bonding to lightning protection components, and building finishes.

B. Coordinate installation of air terminals attached to roof systems with roofing manufacturer and Installer.

C. Flashings of through-roof assemblies shall comply with roofing manufacturers' specifications.

PART 2 - PRODUCTS

2.1 LIGHTNING PROTECTION SYSTEM COMPONENTS

A. Comply with UL 96 and NFPA 780.

B. Roof-Mounted Air Terminals: NFPA 780, Class I [] copper unless otherwise indicated.

1. Air Terminals More than 24 Inches (600 mm) Long: With brace attached to the terminal at not less than half the height of the terminal.
2. Single-Membrane, Roof-Mounted Air Terminals: Designed specifically for single-membrane roof system materials. Comply with requirements in roofing Sections.

C. Main and Bonding Conductors: Copper.

D. Ground Loop Conductor: The same size and type as the main conductor except tinned.

E. Ground Rods: Copper-clad, sectional type; 3/4 inch (19 mm) in diameter by 10 feet (3 m) long.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install lightning protection components and systems according to UL 96A and NFPA 780

B. Install conductors with direct paths from air terminals to ground connections. Avoid sharp bends.

C. Conceal the following conductors:

1. System conductors.
2. Down conductors.
3. Interior conductors.
4. Conductors within normal view of exterior locations at grade within 200 feet (60 m) of building.

D. Cable Connections: Use crimped or bolted connections for all conductor splices and connections between conductors and other components. Use exothermic-welded connections in underground portions of the system.

E. Cable Connections: Use exothermic-welded connections for all conductor splices and connections between conductors and other components.

1. Exception: In single-ply membrane roofing, exothermic-welded connections may be used only below the roof level.

F. Air Terminals on Single-Ply Membrane Roofing: Comply with roofing membrane and adhesive manufacturer's written instructions.

G. Bond extremities of vertical metal bodies exceeding 60 feet (18 m) in length to lightning protection components.

H. Ground Loop: Install ground-level, potential equalization conductor and extend around the perimeter of structure.

1. Bury ground ring not less than 24 inches (600 mm) from building foundation.
2. Bond ground terminals to the ground loop.
3. Bond grounded building systems to the ground loop conductor within 12 feet (3.6 m) of grade level.

I. Bond lightning protection components with intermediate-level interconnection loop conductors to grounded metal bodies of building at 60-foot (18-m) intervals.

3.2 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.3 CORROSION PROTECTION

A. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture unless moisture is permanently excluded from junction of such materials.

B. Use conductors with protective coatings where conditions cause deterioration or corrosion of conductors.

3.4 FIELD QUALITY CONTROL

A. Notify Architect at least 48 hours in advance of inspection before concealing lightning protection components.

B. UL Inspection: Meet requirements to obtain a UL Master Label for system.

C. LPI System Inspection: Meet requirements to obtain an LPI System Certificate.

END OF SECTION 264113

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

B. Related Requirements:

1. Section 262413 "Switchboards" for factory-installed SPDs.
2. Section 262416 "Panelboards" for factory-installed SPDs.

1.3 DEFINITIONS

A. Inominal: Nominal discharge current.

B. MCOV: Maximum continuous operating voltage.

C. Mode(s), also Modes of Protection: The pair of electrical connections where the VPR applies.

D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.

E. OCPD: Overcurrent protective device.

F. SCCR: Short-circuit current rating.

G. SPD: Surge protective device.

H. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For SPDs to include in maintenance manuals.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Comply with UL 1449.

D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE AND TRANSFER SWITCH SUPPRESSOR

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB USA.
2. Advanced Protection Technologies Inc. (APT).
3. Current Technology Inc.
4. Eaton Electrical Sector; Eaton Corporation.
5. General Electric Company.
6. Liebert; a brand of Emerson Electric Co.

B. SPDs: Comply with UL 1449, Type 2.

C. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 2

1. SPDs with the following features and accessories:
   a. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
   b. Indicator light display for protection status.
   c. Form-C contacts rated at 5 A and 250-V ac
   d. Surge counter

D. Comply with UL 1283.

E. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 320 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

F. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V
2. Line to Ground:[1200 V for 480Y/277 V
3. Line to Line: 2000 V for 480Y/277 V

G. SCCR: Equal or exceed 100 kA.

H. Inominal Rating: 20 kA.

2.3 PANEL SUPPRESSORS

A. Retain this article for SPDs other than those installed at the service entrance. SPD described in this article is required by NFPA 70 to be installed with OCPD. The type and size of OCPD depends on the UL listing requirements. See "SPD Types" Article in the Evaluations.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB USA.
2. Current Technology Inc.
3. Eaton Electrical Sector; Eaton Corporation.
4. General Electric Company.
5. Liebert; a brand of Emerson Electric Co.

C. SPDs: Comply with UL 1449, Type 2.

1. Include LED indicator lights for power and protection status.
2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.

3. Include Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status.

D. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

E. Comply with UL 1283.

F. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V.
2. Line to Ground: 1200 V for 480Y/277 V.
3. Neutral to Ground: 1200 V for 480Y/277 V.
4. Line to Line: 2000 V for 480Y/277 V.

G. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Neutral to Ground: 700 V.
4. Line to Line: 1200 V.

H. SCCR: Equal or exceed 100 kA.

I. Inominal Rating: 20 kA

2.4 ENCLOSURES

A. Indoor Enclosures: NEMA 250, Type 1.

2.5 CONDUCTORS AND CABLES

A. Power Wiring: Same size as SPD leads, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. Class 2 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 14 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.

C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.

D. Use crimped connectors and splices only. Wire nuts are unacceptable.

E. Wiring:

1. Power Wiring: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
2. Controls: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.

1. Compare equipment nameplate data for compliance with Drawings and Specifications.
2. Inspect anchorage, alignment, grounding, and clearances.
3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.

B. An SPD will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.3 STARTUP SERVICE

A. Complete startup checks according to manufacturer's written instructions.

B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests, and reconnect them immediately after the testing is over.

C. Energize SPDs after power system has been energized, stabilized, and tested.

3.4 DEMONSTRATION

A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior lighting fixtures, lamps, and ballasts.
2. Emergency lighting units.
3. Exit signs.
4. Lighting fixture supports.
5. Retrofit kits for fluorescent lighting fixtures.

B. Related Sections:

1. Section 262726 "Wiring Devices" for manual wall-box dimmers.

1.3 DEFINITIONS

A. BF: Ballast factor.

B. CCT: Correlated color temperature.

C. CRI: Color-rendering index.

D. HID: High-intensity discharge.

E. LER: Luminaire efficacy rating.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:

1. Physical description of lighting fixture including dimensions.

2. Emergency lighting units including battery and charger.
3. Ballast, including BF.
4. Energy-efficiency data.
5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.

    a. Testing Agency Certified Data: For indicated fixtures, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining fixtures shall be certified by manufacturer.
    b. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.

C. Samples: For each lighting fixture indicated in the Interior Lighting Fixture Schedule. Each Sample shall include the following:

1. Lamps and ballasts, installed.
2. Cords and plugs.
3. Pendant support system.

D. Installation instructions.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Lighting fixtures.
2. Suspended ceiling components.
3. Partitions and millwork that penetrate the ceiling or extends to within 12 inches of the plane of the luminaires.
4. Ceiling-mounted projectors.
5. Structural members to which suspension systems for lighting fixtures will be attached.
6. Other items in finished ceiling including the following:

    a. Air outlets and inlets.

b. Sprinklers.
c. Smoke and fire detectors.
d. Occupancy sensors.
e. Access panels.
f. Perimeter moldings.

B. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.

C. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.

D. Field quality-control reports.

E. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
2. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
3. Ballasts: One for every 100 of each type and rating installed. Furnish at least one of each type.
4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910, complying with the IESNA Lighting Measurements Testing & Calculation Guides.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NFPA 70.

E. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.9 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.10 WARRANTY

A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product indicated on Drawings

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.

B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.

C. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.

D. Metal Parts: Free of burrs and sharp corners and edges.

E. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

G. Diffusers and Globes:

1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

   a. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
   b. UV stabilized.

2. Glass: Annealed crystal glass unless otherwise indicated.

H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:

   a. "USE ONLY" and include specific lamp type.
   b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
   c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
   d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
   e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
   f. CCT and CRI for all luminaires.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A
5. Total Harmonic Distortion Rating: Less than 10 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 42 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.90 or higher.
10. Power Factor: 0.95 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Luminaires controlled by occupancy sensors shall have programmed-start ballasts.

C. Electronic Programmed-Start Ballasts for T8 Lamps: Comply with ANSI C82.11 and the following:

1. Lamp end-of-life detection and shutdown circuit for T5 diameter lamps.
2. Automatic lamp starting after lamp replacement.

D. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.

E. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

F. Ballasts for Low-Temperature Environments:

1. Temperatures 0 Deg F and Higher: Electronic type rated for 0 deg F starting and operating temperature with indicated lamp types.
2. Temperatures Minus 20 Deg F and Higher: Electromagnetic type designed for use with indicated lamp types.

G. Ballasts for Residential Applications: Fixtures designated as "Residential" may use low-power-factor electronic ballasts having a Class B sound rating and total harmonic distortion of approximately 30 percent.

H. Ballasts for Low Electromagnetic-Interference Environments: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for consumer equipment.

1. Ballast shall provide equal current to each lamp in each operating mode.
2. Compatibility: Certified by manufacturer for use with specific tri-level control system and lamp type indicated.

2.4 BALLASTS FOR HID LAMPS

A. Electromagnetic Ballast for Metal-Halide Lamps: Comply with ANSI C82.4 and UL 1029. Include the following features unless otherwise indicated:

1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
2. Minimum Starting Temperature: Minus 22 deg F for single-lamp ballasts.
3. Rated Ambient Operating Temperature: 104 deg F.
4. Open-circuit operation that will not reduce average life.
5. Low-Noise Ballasts: Manufacturers' standard epoxy-encapsulated models designed to minimize audible fixture noise.

B. Electronic Ballast for Metal-Halide Lamps: Include the following features unless otherwise indicated:

1. Minimum Starting Temperature: Minus 20 deg F for single-lamp ballasts.
2. Rated Ambient Operating Temperature: 130 deg F.
3. Lamp end-of-life detection and shutdown circuit.
4. Sound Rating: Class A.
5. Total Harmonic Distortion Rating: Less than 20 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Lamp Current Crest Factor: 1.5 or less.
8. Power Factor: 0.90 or higher.
9. Interference: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.
10. Protection: Class P thermal cutout.
11. Bi-Level Dimming Ballast: Ballast circuit and leads provide for remote control of the light output of the associated fixture between high- and low-level and off.

    a. High-Level Operation: 100 percent of rated lamp lumens.
    b. Low-Level Operation: 35 percent of rated lamp lumens.
    c. Compatibility: Certified by ballast manufacturer for use with specific bi-level control system and lamp type indicated. Certified by lamp manufacturer that ballast operating modes are free from negative effect on lamp life and color-rendering capability.

2.5 EMERGENCY LIGHTING UNITS

A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.

1. Battery: Sealed, maintenance-free, lead-acid type.
2. Charger: Fully automatic, solid-state type with sealed transfer relay.
3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
7. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.
8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.

9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.6 FLUORESCENT LAMPS

A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches, 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life 20,000 hours unless otherwise indicated.

B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches, 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life of 20,000 hours unless otherwise indicated.

2.7 HID LAMPS

A. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65 < >, and color temperature 4000 K.

B. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and color temperature 4000 K.

2.8 LIGHTING FIXTURE SUPPORT COMPONENTS

A. Comply with Section 260529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.

C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.

D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage

E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.

F. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures:

1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
2. Install lamps in each luminaire.

B. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

C. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

B. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.

C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 265100

SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Exterior luminaires with lamps and ballasts.
2. Luminaire-mounted photoelectric relays.

B. Related Sections:

1. Section 265100 "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color-rendering index.

C. HID: High-intensity discharge.

D. LER: Luminaire efficacy rating.

E. Luminaire: Complete lighting fixture, including ballast housing if provided.

F. Pole: Luminaire support structure, including tower used for large area illumination.

G. Standard: Same definition as "Pole" above.

1.4 ACTION SUBMITTALS

A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
2. Details of attaching luminaires and accessories.

3. Details of installation and construction.
4. Luminaire materials.
5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.

    a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
    b. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

6. Photoelectric relays.
7. Ballasts, including energy-efficiency data.
8. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
9. Materials, dimensions, and finishes of poles.
10. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
11. Anchor bolts for poles.
12. Manufactured pole foundations.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Anchor-bolt templates keyed to specific poles and certified by manufacturer.
3. Design calculations, certified by a qualified professional engineer, indicating strength of screw foundations and soil conditions on which they are based.
4. Wiring Diagrams: For power, signal, and control wiring.

C. Samples: For products designated for sample submission in the Exterior Lighting Device Schedule. Each Sample shall include lamps and ballasts.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.

B. Field quality-control reports.

C. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires to include in emergency, operation, and maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: One for every 100 of each type and rating installed. Furnish at least one of each type.
2. Glass and Plastic Lenses, Covers, and Other Optical Parts: One for every 100 of each type and rating installed. Furnish at least one of each type.
3. Ballasts: One for every 100 of each type and rating installed. Furnish at least one of each type.
4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with IEEE C2, "National Electrical Safety Code."

E. Comply with NFPA 70.

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product indicated on Drawings

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

1. LER Tests Incandescent Fixtures: Where LER is specified, test according to NEMA LE 5A.
2. LER Tests Fluorescent Fixtures: Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
3. LER Tests HID Fixtures: Where LER is specified, test according to NEMA LE 5B.

B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.

H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.

J. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping.

M. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:

a. "USES ONLY" and include specific lamp type.
b. Lamp diameter code (T-4, T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
d. Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.
e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
f. CCT and CRI for all luminaires.

2.3 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS

A. Comply with UL 773 or UL 773A.

B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15-second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.

1. Relay with locking-type receptacle shall comply with ANSI C136.10.
2. Adjustable window slide for adjusting on-off set points.

2.4 BALLASTS FOR HID LAMPS

A. Comply with ANSI C82.4 and UL 1029 and capable of open-circuit operation without reduction of average lamp life. Include the following features unless otherwise indicated:

1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
2. Minimum Starting Temperature: Minus 22 deg F (Minus 30 deg C).
3. Normal Ambient Operating Temperature: 104 deg F (40 deg C).
4. Ballast Fuses: One in each ungrounded power supply conductor. Voltage and current ratings as recommended by ballast manufacturer.

2.5 HID LAMPS

A. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65, and CCT color temperature 4000 K.

B. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and CCT color temperature 4000 K.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

A. Install lamps in each luminaire.

B. Fasten luminaire to indicated structural supports.

1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

C. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

3.2 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.

1. Verify operation of photoelectric controls.

C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 265600

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade walks and pavements.
2. Excavating and backfilling for structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete pavements.
5. Subbase course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
2. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. All excavation shall be unclassified regardless of material encountered.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

J. Utilities: On-site underground and overhead pipes, conduits, ducts, and cables, as well as underground services within buildings and overhead services to buildings.

1.4 SUBMITTALS

A. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 QUALITY ASSURANCE

A. Blasting: Prohibited on this project.

B. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic and pedestrian ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Engineer.

C. Utility Locator Service: Notify "Miss Utility" for area where Project is located before beginning earth moving operations.

D. When utilities are shown on the Drawings as being possibly abandoned, the Contractor shall coordinate with the Owner before cutting or removing the utilities.

E. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Shall be free of rock or gravel larger than 3 inches in any dimension, debris, roots, waste, frozen materials, organic material, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Includes satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

I. Sand: ASTM C 33; fine aggregate.

J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288.

2.3 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sanitary sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Explosives: Contractor shall not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

   a. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 36 inches wide.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeters, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate trenches 4 inches for PVC pipe and 6 inches for pipe other than PVC deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

2. For all pipes that are 6-inches and smaller beneath structures, excavate 6-inches below the bottom of the pipe for pipe bedding.

D. Pipe Bedding

1. Bedding for pipe other than PVC pipe shall be coarse granular fill.
2. Bedding for PVC pipe shall be fine granular fill.
3. Refer to drawings for pipe bedding details.
4. Excavate bell holes I the bedding to ensure that the pipe barrel is supported by the bedding.
5. Compact pipe bedding by tamping or rodding to prevent settlement.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.8 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Authorized additional excavation and replacement material will be paid for according to Contract provisions.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice and shall be free of muddy or frozen materials.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches Under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Place and compact initial backfill free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

2. For pipe other than PVC, backfill trench to a compacted depth of 1 foot over the pipe or conduit with clean earth fill.

3. For PVC pipe, backfill trench to a compacted depth of 4 inches over the pipe or conduit with fine granular fill and to a compacted depth of 1 foot over the pipe or conduit with clean earth fill.

4. Backfill shall be placed by hand, uniformly on each side of the pipe and compacted in layers not exceeding 4-inches in loose depth to a compacted depth of 1 foot over the pipe or conduit.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or ASTM D 1557:

1. 95 percent by ASTM D 1557 beneath and within 25 feet of buildings, and structures, including those shown for future construction.
2. 95 percent by ASTM D 698 beneath pavements, walks, and road shoulders, including those shown for future construction.
3. 90 percent by ASTM D 698 in other unpaved areas.
4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent by ASTM D 698.

3.14 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
3. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

    a. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
    b. Walks: Plus or minus 1 inch (25 mm).
    c. Pavements: Plus or minus 1/2 inch (13 mm).

3.15 SUBBASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase course to required crown elevations and cross-slope grades.
4. Place subbase course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 10,000 SF or less of paved area, but in no case fewer than three tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 1,000 feet or less of trench length, but no fewer than two tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

3.20 EROSION CONTROL

A. Comply with all local requirements and with the latest version of the Virginia Erosion and Sediment Control Handbook.

END OF SECTION

SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

1.3 PERFORMANCE REQUIREMENTS

A. Furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.

B. Safety:

1. The Contractor is responsible for job site safety.
2. The Contractor shall comply with all applicable safety rules and regulations of OSHA, VOSHA and other agencies having jurisdiction over the Work.
3. All safety measures related to, but not necessarily limited to, trenching, confined space, traffic control and other applicable safety measures, shall be strictly adhered to and enforced by the Contractor.

1.4 PROJECT CONDITIONS

A. Protection of Existing Utilities:

1. It shall be the responsibility of the Contractor to conduct the Work in such a manner as to avoid damage to, or interference with, any utility services.
2. If such damage, interference, or interruption of service occurs as a result of his work, it shall be the Contractor’s responsibility to promptly notify the Owner and utility owner of the occurrence and to repair or caused to be repaired the damage immediately, at his own expense, and to the satisfaction of the Owner and the owner of the utility.
3. Further, it shall be the Contractor’s responsibility to uncover and expose the location of all service connections to avoid damage or interruption of service. If damage occurs, the Contractor shall make the necessary repairs in accordance with the above requirements.
4. It is also the responsibility of the Contractor to determine in advance of beginning his construction effort the exact location of all utilities, and the effect they will have on his work by contacting “Miss Utility” 48 hours prior to starting work, telephone 1.800.552.7001 for assistance.

B. Protection of Persons and Property:

1. Barricades for open excavations or work area shall be provided. All such barricades shall be in accordance with the requirements of the authorities or agencies having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by work or other operations in the area.
3. Equipment used for this Work shall meet all local, State and Federal safety standards and any other applicable standards governing this Work. All power machinery shall have adequate mufflers to keep noise to a minimum. The Contractor is responsible for complying with the requirements of the Town's noise ordinance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials that are either new or in serviceable condition.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

END OF SECTION

SECTION 320513 - SOILS FOR EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and placing topsoil at the locations shown on the Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil furnished by the Contractor shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free from roots, hard clay, coarse gravel, stones larger than one inch in any dimension, noxious weeds, tall grass, brush, sticks, stubble or other material which would be detrimental to the proper development of vegetative growth.

Topsoil shall be obtained from naturally well drained sites where topsoil occurs at least 4-inches deep. Topsoil shall not be obtained from bogs or marshes.

B. Topsoil shall conform to the following grading:

Sieve Sizes	Percentage Passing
1-inch	100%
1/2 inch	95% - 100%
No.4	75% - 100%
No.10	60% - 100%
No.200	10% - 60%

C. Topsoil shall contain not less than 3%, or more that 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples in accordance with ATM T-6. Organic material shall be decomposed and free of wood.

E. Topsoil sources lacking organic matter may be used if, prior to delivery to the Project, sufficient organic matter in the form of pulverized peat moss or rich organic soil from other sources is thoroughly mixed with the topsoil to provide a product meeting the above requirements.

F. Organic material for incorporation into topsoil, if required, shall be partially decomposed fibrous or cellular stems and leaves of any of several species of Sphagnum mosses, or rotted manure. Organic material may require chopping to shredding to insure thorough mixing with the topsoil.

G. All topsoil shall be fertilized as follows: the application rates of the fertilizer and limestone per 1,000 square feet of ground area of topsoil furnished by the Contractor shall be determined by the Engineer, based on soil analysis tests so that the total natural and applied chemical constituents are as follows:

Nitrogen	2.0 lb. minimum – 4.0 lb. maximum per 1,000 square feet
Phosphoric Acid	1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet
Potassium	1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet
Limestone	Limestone requirements shall conform to the following table

LIMESTONE REQUIREMENTS

Soil pH	Limestone Tons per Acre
Above 6.0	0
5.0 - 6.0	1.5
Below 5.0	3.0

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. All areas between the back of curb and sidewalk and beyond the sidewalk or roadway shoulder that are disturbed during construction which are not covered with pavement, concrete, or base course, shall be graded to a neat, uniform gradeline and appearance, as determined by the ENGINEER, and covered with a neat uniform, 3-inch minimum thickness of topsoil, then seeded, fertilized, and mulched, unless otherwise shown on the Drawings, or directed by the Engineer.

B. The topsoil shall be evenly spread on the designated areas to a depth, which, after settlement and compaction, shall be three inches, unless otherwise directed by the Engineer. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the WORK, as determined by the Engineer. Roadway surfaces shall be kept clean during hauling and spreading operations.

C. After spreading has been completed, large clods, stones larger that one-inch in any dimension, roots stumps, and other litter shall be raked up and removed.

D. The final grading of the topsoil prior to seeding shall be to a tolerance that will not permit ponding of water in excess of one inch in depth.

E. Topsoil Finished Grading, if a pay item, will not be approved for start-up until the topsoil has been graded to within the tolerances given above.

F. The Contractor shall provide labor personnel experienced with landscaping work that involves fine grading of topsoil for residential or commercial lawns.

G. The Engineer will determine the location of those areas requiring finish grading and the time required to bring the graded topsoil to the desirable finish appearance.

H. The Contractor shall remove and dispose of all excess materials resulting from the finish grading of the topsoil. The Work required to remove and dispose of this excess material from piles placed along the roadway will be considered incidental to other Work under the contract.

END OF SECTION

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 GRADING

A. Provide seeded lawns as shown and specified. The work includes:

1. Soil preparation
2. Seeding lawns and other indicated areas.
3. Mulching

1.2 QUALITY ASSURANCE

A. Comply with the general conditions of the base contract.

1.3 SUBMITTALS: Provide the following in a timely manner in accordance with the approved submittals schedule as specified in General Requirements.

A. Seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination, and weed seed for each grass species.
B. Certification: fertilizer analysis

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.

1.5 PROJECT CONDITIONS

A. Work notification: Notify Resident Project Representative at least seven working days prior to start of seeding operations.
B. Protect existing utilities, paving, and other facilities from damage caused by seeding operations.
C. Perform seeding work only after planting and other work affecting ground surface has been completed.
D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.

1.6 WARRANTY

A. Provide a uniform stand of grass by watering, mowing, and maintaining seeded areas until final acceptance. Reseed areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Seed: fresh, clean, and new crop seed mixtures of the types designated on the Drawings.

B. Fertilizer: As designated on the Drawings.

C. Ground limestone: containing not less than 85 percent of total carbonates.

D. Straw mulch: clean oat or wheat straw, well-seasoned before bailing, free from mature seed-bearing stalks or roots of prohibited or noxious weeds.

E. Water: free of substance harmful to seed growth. Hoses or other methods of transportation furnished by contractor.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Limit preparation to areas which will be immediately seeded.

B. A non-selective herbicide shall be applied to work areas in two applications, 20 days apart, killing all noxious weeds prior to seeding.

C. Loosen topsoil of lawn areas to minimum depth of 2 inches. Remove stones larger than one inch in any dimension and sticks, roots, rubbish, and extraneous matter.

D. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.

E. Apply limestone at a rate to adjust pH to topsoil to not less than 6.0 and no more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.

F. Apply fertilizer to indicated turf areas at a rate equal to 2 lbs. to 4lbs of actual nitrogen per 1,000 SF.

G. Restore prepared area to specified condition if eroded, settled, or otherwise disturbed fine grading and prior to seeding.

3.3 INSTALLATION

A. Seeding:

1. Seed immediately after preparation of bed. Spring seeding between April 1 and June 1 and Fall seeding between August 15 and October 30. 2. Seed indicated area within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
3. Perform seeding operations when the soil is dry and when wind velocity does not exceed 5 miles per hour velocity.
4. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.
   NOTE: Use precaution not to get seed into plant beds. Seed by hand fully up to edges of beds.
5. Sow grass seed at a rate of 8.0 lbs. per 1,000 SF.
6. After seeding, rake or drag surface of soil lightly to incorporate seed into top 1/8 inches of soil. Roll with light lawn roller.

B. Mulching:

1. Place straw mulch on seeded area within 24 hours after seeding.
2. Place straw mulch uniformly in a continuous blanket at the rate of 2-1/2 tons per acre, or two 50 lb. bales per 1,000 SF of area. A mechanical blower may be used for straw mulch application when acceptable to Resident Project Representative.
3. Crimp straw into soil by mechanical means.

C. Provide straw bale checking in ditches or problem swales at intervals required to adequately slow water velocity and soil loss.

3.4 MAINTENANCE

A. Maintenance of installed and accepted seeded lawns will be performed by Owner.

B. Maintain seeded banks, ditches, medians, and fields to the extent of establishment only. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.

3.5 ACCEPTANCE

A. Seeded area will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements.

B. Upon acceptance, Owner will assume lawn maintenance.

3.6 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

END OF SECTION

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