

PROJECT MANUAL
FOR
MAINTENANCE BUILDING INTERIOR FINISHING



City of Lakeland
October 2020

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STANDARD
ADVERTISEMENT FOR BIDS
FOR
MAINTENANCE BUILDING INTERIOR FINISHING
For
LAKELAND, TENNESSEE

Notice is hereby given, pursuant to Tennessee Statute Section 6-56-301 that the City of Lakeland, Tennessee will receive sealed bids until 2:00 pm Local Time November 3, 2020, for the following:

MAINTENANCE BUILDING INTERIOR FINISHING

Bids must be in one sealed envelope with statement thereon "**BID ENCLOSED, MAINTENANCE BUILDING INTERIOR FINISHING**" and submitted to the Lakeland City Hall, City of Lakeland, 10001 U.S. Highway 70 Lakeland, Tennessee, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

Bidding Documents, including specifications, are currently available from the City of Lakeland website www.lakelandtn.gov or City Hall 10001 U.S. Highway 70, Lakeland, Tennessee.

Shane Horn
City Manager

Publish: October 20, 2020
October 27, 2020

STANDARD
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1 Terms used in these Instructions to Bidders have the meanings assigned to them in the Standard General Conditions, as modified by the Supplementary Conditions unless otherwise stated herein.

1.2 Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Bidder: One who submits a bid directly to the City.

B. Successful Bidder and/or Contractor: This term means the qualified, responsible, and responsive Bidder, as determined by the City, who has submitted the lowest bid, and to whom the City has awarded the Contract.

C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Standard General Conditions, Supplementary Conditions, Technical Specifications, drawings, etc. Bid Documents also include any addenda issued prior to the opening of the bids.

D. Contract Documents: Following the award of the contract, contract documents shall include those documents listed above in "C." -- with the exception of the Advertisement for Bid, Bid Bond and the Instructions to Bidders; the executed performance and payment bonds; change orders; and, all written agreements and/or written documents executed between the City and Contractor.

2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of Bidding Documents, which include the Advertisement for Bids, these Instructions to Bidders, Bid Form, Contract Documents, and Addenda, may be obtained from the City of Lakeland, Engineering Office, 10001, U.S. Highway 70, Lakeland, Tennessee 38002.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility to Bidders for errors or misinterpretations, including those resulting from the use of incomplete sets of Bidding Documents.

2.3 The City, and/or its agent, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

3.1 Pre-qualification Requirements: Attendance at the Pre-Bid Conference may be considered by the City in determining a Bidder's qualifications. Consult Section 5 below.

3.2 Post Bid Qualifications: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence demonstrating Bidder's responsibility, including, but not limited to, matters such as financial data and previous experience. Each Bid will be considered a warrant of Bidder's qualification to do business in this state. Proof of such qualifications may be required upon five (5) days notice.

3.3 Bidding Preferences: Pursuant to T.S. 12-4-802 whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

3.4 Responsible and Responsive Bidders: Pursuant to TS 12-4-801, a responsible bidder means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and; and Responsive Bidder means a person who has submitted a bid which confirms in all material respects to all document, whether attached or incorporate by reference, utilized for soliciting bids.

4. PRE-BID CONFERENCE.

A Pre-bid Conference will be held at the time and place stated in the "Advertisement for Bid." Attendance at the Pre-bid Conference is not mandatory.

The purpose of the Conference is to review project requirements and provide bidders an opportunity to visit the project site to make their own determination of existing conditions.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

5.1 Before submitting a Bid, each Bidder must do at least the following:

- A. Examine the Bidding Documents thoroughly;
- B. Visit the site to become familiar with local conditions that may in any manner affect cost progress, or performance of the Work;

- C. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and
- D. Study and carefully correlate Bidder's observations with the Bidding Documents.

5.2 Reference is made to the Supplementary Conditions, for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which has/have been relied upon by Engineer in preparing the Drawings and Specifications. The City will provide copies of such reports for review to any Bidder requesting them (if applicable). These reports are not guaranteed as to accuracy or completeness. Before submitting a Bid each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine the time, price, and other terms and conditions of the Contract Documents.

5.3 On request the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. The City may require any Bidder desiring access to execute an appropriate release form.

5.4 The lands upon which the work is to be performed, right-of-way for access thereto and other lands designated for use by Contractor in performing the work are identified in the Supplementary Conditions, Special Provisions, and/or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder has visited the site and become familiar with the local conditions under which the work is to be performed; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

6. AVAILABILITY OF LANDS.

6.1 Access to private property required by Contractor for staging areas, temporary facilities or other uses in addition to those identified in the Bidding or Contract Documents shall be obtained and paid for by Contractor. Such costs are to be considered incidental to the Contract and merged with Bid Items described and are to be provided without additional compensation to Contractor.

7. INTERPRETATIONS.

All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior

to the date for opening the Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the City, and do not serve to amend, modify, or in any way change the basic Bidding Documents, and shall be relied upon by Bidder at his own risk.

8. BID GUARANTY.

8.1 A Bid Guaranty is not required on this project

9. CONTRACT TIME.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

10. LIQUIDATED DAMAGES.

Provisions for liquidated damages are to be set forth in the Agreement.

11. MATERIAL AND EQUIPMENT.

11.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.

11.2 Materials containing asbestos will not be accepted.

11.3 No substitution will be considered unless written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the Engineer or the City's designated agent at least five (5) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit and adequacy of a proposed substitute is upon the Bidder. The decision of approval or disapproval of a proposed substitution by the Engineer or the City's designated agent will be final.

If any proposed substitution is approved, such approval will be described in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.4 When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

12.5 Pursuant to T.S. 12-4-121, "Preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Tennessee, quality being equal to articles offered by the competitors outside of the State."

12. SUBCONTRACTORS, ETC.

12.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City or Engineer after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution and the Agreement is not awarded to such Bidder for that reason, the Bidder's refusal will not constitute grounds for forfeiting the Bid Guaranty. Any Subcontractor, other person, or organization so listed and to whom the City or Engineer does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

13. BID FORM

13.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.

13.2 Bid Forms must be completed in ink or by typewriter. Corrections must be initialed by the Bidder. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

13.3 Bids by corporations or limited liability companies must be executed in the business entity's name by the president or a vice-president (or other officer or member accompanied by evidence of authority to sign), and the signature attested to by an authorized officer or member. The business entity's address and state of incorporation shall be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed below the signature.

13.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). Failure to acknowledge receipt of Addenda shall not constitute an adjustment of the Contract Price provided on the Bid Form.

13.7 The address to which communications regarding the Bid are to be directed must be shown.

13.8 All items which are not specifically referred to in the Bid Form but are included in the plans or specifications are to be considered incidental to the performance of the major work described and shall be constructed as indicated on the plans or called for in the specifications without additional remuneration.

14. SUBMISSION OF BIDS.

14.1 Bids shall be submitted not later than the time and at the place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Guaranty and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. All bidding information shall be included in the sealed envelope.

14.2 Contractors' Licenses, Bids: Contractors and electrical, plumbing, and HVAC subcontractors who do jobs costing \$25,000 or more must be licensed by the state (T.C.A. § 62-6-102, T.C.A. § 62-6-111). Officials issuing a permit or work order to an unlicensed contractor are guilty of a Class A misdemeanor (T.C.A. § 62-6-120). The name, license number, license expiration date, and classification of contractors applying to bid on jobs must appear on the bid envelope when the bid is more than \$25,000. If the bid is less than \$25,000, only the name of the contractor must appear on the outside of the envelope. Upon opening the envelope, if the bid exceeds \$25,000, the bid is automatically disqualified (T.C.A. § 62-6-119(b)). The name of a prime contractor who does electrical, plumbing, heating, ventilation, and air conditioning must appear on the outside of the envelope. Failure of a bidder to comply voids the bid, and it may not be opened. It is a Class A misdemeanor for any person to disregard the above requirements. Municipalities may not impose additional licensing requirements on state-licensed contractors (T.C.A. § 62-6-111(i)(2)(c)). T.C.A. § 62-6-137, however, allows municipalities to require a permit bond for contractors to ensure that the contractor complies with applicable laws and ordinances. Approving the permit bond program requires a two-thirds vote of the governing body.

15. MODIFICATION AND WITHDRAWAL OF BIDS.

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

16. OPENING OF BIDS.

Bids will be opened publicly and read aloud. An abstract of the bid schedule will be made available after the opening of Bids.

17. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn as provided in Section 16, shall remain effective for thirty (30) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid prior to that date.

18. AWARD OF CONTRACT.

18.1 The City reserves the right to reject any and all Bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Advertisement for Bids, with the Successful Bidder; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum.

18.2 A Bidder shall bid all schedules and alternates (if any) as set forth in the Bid Form. The City reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amounts of the various bids. The Work, therefore, may not necessarily be awarded to the low bidder.

18.3 In evaluating Bids, the Owner reserves the right to limit the scope of the project to the monies available for the project.

18.4 The Owner may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.

18.5 The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Bidding Documents.

18.6 If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be

determined based upon an evaluation of the Total Base Bid. The City reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.

If the low bid is to be awarded in any other manner, applicable laws must be consulted and the above paragraphs must be modified.

18.7 If the Agreement is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty (30) Days after the day of the Bid opening.

19. PERFORMANCE AND PAYMENT BONDS AND INSURANCE CERTIFICATES.

The General and Supplementary Conditions set forth the City's requirements as to Performance and Payment Bonds and Insurance Certificate(s). When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance Certificate(s).

19.1 Pursuant to T.S. 12-4-201, no contract shall be let for any public work in this state, by any city, county or state authority, until the contractor shall have first executed a good and solvent bond to the effect that the contractor will pay for all the labors and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States. The bond to be so given shall be for twenty-five (25%) of the contract price on all contracts in excess of one hundred thousand dollars (\$100,000). Where advertisement is made, the condition of the bond shall be stated in advertisement; provided that T.S. 12-4-201 shall not apply to contracts of one hundred thousand dollars (\$100,000) or less.

20. SIGNING OF AGREEMENT.

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by one (1) unsigned counterpart of the Agreement and the Performance and Payment Bonds. Within thirty (30) days thereafter, Contractor shall comply with the conditions precedent in the Notice of Award. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to Contractor. The City will deliver one signed copy of the Agreement within the project manual.

Notes:

Revised 10.11.09 paragraph 14.1 and 14.2

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee
Project Description: Maintenance Building Interior
Finishing

THIS BID SUBMITTED TO: City of Lakeland, Tennessee
10001 U.S. Highway 70
Lakeland, Tennessee 38002

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents complete and ready for final payment not later than **March 31, 2021**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Tennessee Statutes is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding a lump sum contract:

TOTAL BASE BID, IN NUMERALS: \$ _____

TOTAL BASE BID, IN WORDS: _____ DOLLARS.

7. Bidder agrees that the work for the City will be as provided above.

8. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on _____, 2020.

Bidder is bidding as a _____ (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: _____ (seal)
(Corporation's or Limited Liability Company's Name)

(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Legacy Construction Services hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland seeks a contractor to finish the interior of the metal maintenance building for the Public Works department; and,

WHEREAS, _____ is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for the Maintenance Building Interior Finishing, in Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and 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 completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by **March 31, 2021**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They 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 substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time

specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of _____ Dollars (\$ _____) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 5th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as

is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda 1
- 8.6 Performance and Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of 6 sections
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award
- 8.13 Notice to Proceed
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONSULTANT hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2020.

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____

By: _____

Debra Murrell

Shane Horn

Title: City Recorder

Title: City Manager

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Lakeland
10001 Highway 70
Lakeland, TN 38002

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: \$

Description *(name and location):* Maintenance Building Interior Finishing

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: 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 Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *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 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, 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 part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris 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 and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. 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 or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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.
- 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.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

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

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

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

7.04 "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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *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 Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.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 Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - 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 6.05), 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 Allowances

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

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: 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.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then 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 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, 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 money 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 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the 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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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 are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

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

18.08 *Headings*

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

STANDARD
SUPPLEMENTARY CONDITIONS*

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as follows. All provisions which are not so amended or supplemented remain in full force and effect.

G.C. – 1.02.D

Delete the definition of "Defective," on Page 5 of the General Conditions, in its entirety, and insert the following:

"Defective - An adjective which when modifying the word "Work" refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or which 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 , and the Work is damaged through no fault of the Contractor after Owner has assumed said responsibility)."

G.C. –1.01.28

Delete the definition of "Owner," on Page 3 of the General Conditions, in its entirety, and insert the following:

"Owner - i.e., City of Lakeland, Tennessee, a municipal corporation."

G.C. – 2.01

All bonds, including Bid Bond, Performance Bond, and Labor and Material Payment Bond, shall be submitted on the forms provided for such purpose by Owner.

G.C. - 2.02

Delete the first sentence of paragraph 2.02 of the General Conditions, and insert the following:

"Owner shall furnish Contractor two (2) sets of the Contract Documents."

* For Use with EJCDC C-700 (2013 Edition) Standard General Conditions Of The Construction Contract.

G.C. - 2.05.A

Add the following to paragraph 2.05.A of the General Conditions:

"This schedule shall be a bar chart, CPM, or PERT Schedule. This schedule shall be updated as required because of actual progress, or as requested by Owner."

G.C. - 3.02.A.1

Add the following to paragraph 3.02.A.1 of the General Conditions:

"In the event of any conflict between the provisions of the Contract Documents and any such referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual, or code."

G.C. - 4.03.A

Delete the following to paragraph 4.03.A of the General Conditions, in its entirety, and insert the following:

"Contractor shall provide construction surveying services to establish horizontal and vertical control and set appropriate bench marks for Contractor's use during construction. The Contractor shall be responsible for any additional surveying required for the construction of the project.

The Contractor shall protect all existing survey monuments, brass caps, property corner markers, right-of-way monuments, and reference points from damage during his operations. If it is necessary to remove any of these to accomplish the Work, the Contractor shall hire a Surveyor licensed to practice in the State of Tennessee to reference and reset such monuments.

All costs required by this Supplementary Condition shall be merged with the other bid items and the Contractor will not receive any additional compensation."

G.C. - 5.03.A

Add the following after paragraph 5.03.A.3 of the General Conditions:

"5.03.A.4 Copies of these reports and drawings that are not included with Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Contractor is entitled to rely, as provided in Paragraph 5.03.B of the General Conditions, are incorporated therein by reference."

G.C. - 6.01.A

Amend the first sentence of paragraph 6.01.A of the General Conditions to read as follows:

"Contractor shall furnish Performance and Payment Bonds, as required by Tennessee Statutes, each in an amount as specified as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents."

All bonds, including Bid Bond, Performance Bond, and Labor and Material Payment Bond, shall be submitted on the forms provided for such purpose by Owner.

G.C. -6.01.D

Amend paragraph 6.01.D of the General Conditions to read as follows:

"If the surety on any Bond furnished by Contractor is declared a bankrupt, becomes insolvent, or is no longer proper or sufficient, as provided by Tennessee Statutes, or its right to do business is terminated in Tennessee or it ceases to meet the requirements of Paragraph 6.01, Contractor shall within ten (10) days thereafter substitute another Bond and Surety, both of which must be acceptable to Owner."

G.C. - 6.03.A through 6.03.E

Delete paragraphs 5.04.A.1 through 5.04.A.6 of the General Conditions in their entirety and insert the following:

- 6.03.A A. Workmen's Compensation - Statutory Limit; and,
 - B. Employer's Liability, with limits of \$500,000; on all employees.

- 6.03.B Comprehensive General Liability (IF USING ISO NEW OCCURRENCE FORM)
 - General Contractor:
 - A. Bodily Injury: \$1,000,000 per claimant
 \$ 1,000,000 per occurrence
 \$ 2,000,000 aggregate
 - B. Personal Injury: \$ 2,000,000 aggregate
 - C. Property Damage: \$ 1,000,000 per claimant
 \$ 1,000,000 per occurrence
 \$ 2,000,000 aggregate

6.03.C Comprehensive General Liability (IF USING ISO NEW SIMPLIFIED CGL OCCURRENCE FORM)

CONTRACTOR:

- A. General Aggregate: \$2,000,000
- B. Products-Completed Operations Aggregate: \$2,000,000
- C. Personal and Advertising Injury: \$2,000,000
- D. Each Occurrence: \$2,000,000
- E. Fire Damage (any one fire): 1,000,000
- F. Medical Expense (any one person): \$5,000

6.03.D Automobile Liability:

- A. Bodily Injury: \$1,000,000 each person
\$1,000,000 per accident
 - B. Property Damage: \$1,000,000 each occurrence
- Independent CONTRACTORS: \$1,000,000

6.03.E Coverage General Contractor Only:

- A. Umbrella/Excess Policy Amount: \$2,000,000

G.C. 6.03.I

Add the following after paragraph 6.03.I.5 of the General Conditions:

6. Contractor shall require all subs to carry at least \$500,000 limits in ALL areas described above and provide proof of insurance if required by the Owner.
7. All policies must contain a minimum 30-day notice of cancellation to the Owner.
8. All policies referenced herein shall name the Owner, its agents and executive officers as additional insured.
9. All insurance shall be maintained continuously during the life of the Contract including warranty period, but the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
10. The comprehensive general liability insurance shall include completed operations insurance.

11. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Engineer by certified mail.
12. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work. In addition, Contractor shall maintain such completed operations insurance for at least two (2) years after final payment and furnish owner with evidence of continuation of such insurance upon final payment and one (1) year thereafter. The Owner shall be named as an additional insured on the Contractor's general liability, automobile liability, and umbrella liability policies with respect to Contractor's and its Subcontractor's work under the Agreement. The insurance coverage described herein shall in no way limit or relieve Contractor from indemnifying and holding Owner harmless with respect to claims. Nothing herein shall be construed as a waiver of any immunities, defenses or tort liability limits that the City may have under the Tennessee Governmental Tort Liability Act or other applicable law.
13. Prior to commencement of work, Contractor shall procure and at all times thereafter maintain with an insurer acceptable to the Owner the above referenced minimum insurance protecting the Contractor and Owner against liability from damages because of injuries, including death, suffered by persons, including employees of the Owner, and liability from damages to property arising from or growing out of the Contractor's negligent operations in connection with the performance of this contract.

G.C. -6.04.A

Delete paragraph 6.04.A of the General Conditions in its entirety and insert the following:

“6.04.A Owner shall be responsible for purchasing and maintaining Owner's own liability insurance as it desires, and, at Owner's option, it may purchase and maintain such insurance as will protect Owner against claims which may arise from its operations under the Contract Documents.”

G.C. -6.05.A

Delete paragraph 6.05.A of the General Conditions in its entirety and insert the following:

“6.05.A Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:”

G.C. - 6.05.A.1

Delete paragraph 6.05.A.1 of the General Conditions in their entirety and insert the following:

“6.05.A.1 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors, or others in the Work. Risk of loss will be borne by Contractor, Subcontractor, 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.”

G.C. – 6.06.A through 6.06.D

Delete paragraphs 6.06.A through 6.06.D of the General Conditions in their entirety.

G.C. -6.07.A through 6.07.B

Delete paragraph 6.07.A and 6.07B of the General Conditions in its entirety and insert the following:

“6.07.A Any insured loss under the policies of insurance required by Paragraphs 6.05 will be adjusted with Contractor and Owner and the proceeds made payable to Contractor and Owner.”

“6.07.B Such proceeds shall be held by Owner and Owner shall serve as trustee for the insureds, as their interests may appear. Owner shall distribute the proceeds 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 monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.”

G.C. - 7.04.C

Delete the first sentence of paragraph 7.04.C of the General Conditions and insert the following:

“The Contractor shall supply the Engineer with three (3) copies of all information and supporting data on each proposal or submittal made pursuant to Paragraphs 7.04.A.2 and 7.04.B, not less than ten (10) days prior to the bid opening date. If approved, the Engineer will approve such request in writing by Addendum.”

G.C. – 7.12.C

Add the following to paragraph 7.12.C of the General Conditions:

“It is the Owner's policy to provide contractors performing work at/on Owner–owned facilities with a list of hazardous chemicals on site, and labeled containers of which are reasonably anticipated to be contained in unlabeled pipes, confined space, or other areas of hazardous chemical exposures, together with related Material Safety Data Sheets. It is the responsibility of the Contractor to properly and adequately train their employees with respect to hazards presented by such chemicals and remedial measures to be taken in case of exposure.”

G.C. - 9.06.A

Delete paragraph 9.06.A of the General Conditions in its entirety.

G.C. - 10.08.B through 10.08.C

Add the following to the end of both paragraphs 10.08.B and 10.08.C of the General Conditions:

"...except to the extent such is in conflict with the Contract Documents or applicable law, known to Engineer, and not disclosed to Owner upon discovery by Engineer."

G.C. - 10.08.D through 10.08.E

Delete paragraph 10.08.D through 10.08.E of the General Conditions in its entirety.

G.C. - 13.01.B.1

Add the following to the end of paragraph 13.01.A.1 of the General Conditions to read as follows:

"The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner and which are incurred consistent with provisions of Tennessee Statutes."

G.C. - 13.01.B.5.c

Delete paragraph 13.01.B.5.c of the General Conditions in its entirety and insert the following:

"13.01.B.5.c Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive payment in accordance with the latest approved edition of the Equipment Rental Rates and Construction Sign Rate Schedule of the Tennessee State Transportation Commission. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be agreed upon in writing before the Work is started.

13.01.B.5.c.1 Rental of equipment will be measured by time in hours of actual working time and necessary travel time within the limits of the Project. If special equipment ordered by the Engineer is to be used in connection with additional work, travel time to the Project will be measured for payment.

13.01.B.5.c.2 Payment will be made based on the number of hours as outlined above, the sum of which will have no percentage added thereto.

13.01.B.5.c.3 Standby time will be paid only on equipment ordered brought to the Project and/or ordered held on the Project by the Engineer. Equipment already on the Project to complete regular contract items will not be considered for payment for standby time.

13.01.B.5.c.4 No formal rate determination schedule will be required as stated in the "Equipment Rental Rates and Sign Rate Schedule;" however, the Contractor shall submit to the Engineer at the Pre-construction conference his proposed base and service rates schedule for each type, model, and size of equipment to be used on this Project. These rates must be approved by the Engineer and accepted by the Contractor before payment to the Contractor for utilization of these rental items is made.

13.01.B.5.c.5 Should there be no specific bid item for mobilization, mobilization for equipment, normally on the Project, that is involved in additional work shall be considered incidental to the payment provisions for mobilization made in the original Agreement."

G.C. – 13.03.E

Delete paragraph 13.03.E of the General Conditions in its entirety and insert the following:

"13.03.E Adjustments in unit prices for increased or decreased quantities of major pay items will be governed as follows:

- 13.03.E.1 If the quantity of any major pay item of Work required to complete the project varies from the original contract quantity by 25% or less, payment will be made at the contract unit price.
- 13.03.E.2 Should the original contract quantity of any major pay item of Work be increased or decreased by more than 25%, either party to the Agreement may demand in writing within fifteen (15) days that a Change Order be negotiated with an adjustment of contract unit prices satisfactory to both parties.

Where the original contract quantity of a major pay item is increased, the adjusted contract price will apply only to that portion of the pay item which is in excess of 125% of the original contract quantity. The adjusted contract unit price for the quantity of the major pay item which is in excess of 125% of the original contract quantity will be negotiated on the basis of the actual cost of the entire item, complete, in place, plus a negotiated allowance for profit and applicable overhead costs.

In the case where a major pay item is decreased by more than 25% from the original contract quantity, the adjusted contract unit price will apply to the quantity measured and accepted for payment. At the request of the Contractor, adjustment of the contract unit price for the quantity of a pay item which is less than 75% of the original contract quantity will be considered, insofar as it justifies an increase in the pro rata share of the fixed expense chargeable to such pay item because of the decreased quantity of the item. However, total payment for the pay item shall not exceed that amount which would be paid for 75% of the original contract quantity for the pay item at the original contract unit price.

- 13.03.E.3 If neither party demands in writing, an adjustment of unit prices for major pay items of Work, within fifteen (15) days of proposed quantity adjustment, then the contract unit prices will govern.
- 13.03.E.4 No contract unit price adjustment as provided for herein will be made for any major pay item of Work for which the total amount of the adjustment is less than \$1,000.00.
- 13.03.E.5 For the purpose of this Supplementary Condition, major pay items are defined as any contract pay items having an original amount bid in excess of 5% of the total original Contract Price."

G.C. - 14.02.C

Add the following to paragraph 14.02.C of the General Conditions:

"The Contractor shall be responsible for payment of all costs associated with pressure– leakage testing, material testing, asphalt and concrete mix designs, and for direct payment to the testing laboratory for all retests due to failing test results. These retesting costs must be paid before Final Payment."

G.C. - 14.07.A

Amend the first sentence of paragraph 14.07.A of the General Conditions to read as follows:

"If within one (1) year after the date of Final Payment, or such longer period of time as may be prescribed by Laws or Regulations..."

G.C. - 15.01.B.1

Amend the first sentence of paragraph 15.01.B.1 of the General Conditions to read as follows:

"By the date established for each progress payment (but not more often than once a month), Contractor shall prepare and 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."

G.C. - 15.01.C.2.d

Add the following to paragraph 15.01.C.2.d of the General Conditions:

"In fulfilling his or her obligations under Tennessee Statute, Owner's representative may rely upon the recommendations of Engineer."

G.C. - 15.01.C.2.e

Add the following to paragraph 15.01.C.2.e of the General Conditions:

“Owner shall make the progress payment as defined in the Agreement, provided the Application is in order and is approved.”

G.C. - 15.05.A

Add the following after paragraph 15.05.A of the General Conditions:

"15.05.A.1 Correction of Work Before Final Payment. The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to conform to the Agreement, whether incorporated in the Work or not, and where materials and/or Work have been condemned by the Owner, the Contractor shall promptly replace and re-execute his Work in accordance with the Contract Documents and without expense to the Owner, and shall bear the expense of all retests and making good all Work of other contractors destroyed or damaged by such removal or replacement or re-execution of the Work. Correction of any such condemned Work shall be a condition precedent to any further payment under the Agreement.

15.05.A.2 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work which has been damaged or which has not been done in accordance with the Contract Documents, the difference in value, together with a fair allowance for damage, as determined by the Owner, shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract."

G.C. - 15.06.A.3

Amend the last sentence of paragraph 15.06.A.3 of the General Conditions to read as follows:

"If any Subcontractor or Supplier fails to furnish a release or receipt in full, and to the extent permissible pursuant to Tennessee Statutes. Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien."

G.C. - 15.06.D.1

Delete paragraph 15.06.D.1 of the General Conditions in its entirety and insert the following:

"15.06.D.1 The Owner shall not be required to make Final Payment to the Contractor until such time as the provisions of Tennessee Statute Sections 66-11-205, have been fulfilled, the retained percentage will be paid within fifteen (15) days of the expiration thereof.

15.06.D.2 Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, Contractor, and Contractor's surety.

15.06.D.3 All warranties and guarantees from the Contractor, Subcontractors, Suppliers, etc., shall be delivered to the Owner and be of acceptable form and content as determined by the Owner before Final Payment is made."

G.C. - 15.07.A. through 15.07.B

Amend paragraph 15.07.A of the General Conditions to read as follows:

"A waiver of all claims by Owner against Contractor, except claims arising from unsettled claims for labor and materials, from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and,"

Amend paragraph 15.07.B of the General Conditions to read as follows:

"A waiver of all claims by Contractor against Owner other than those previously made known to Owner in writing and still unsettled."

G.S. – 16.02.D

Delete paragraph 16.02.D in its entirety.

G.C. - 16.02.E

Add the following immediately after paragraph 16.02.E of the General Conditions:

"16.02.E.1 Should an act of God result in substantial damage to all or a portion of the Work, or should the Owner's convenience necessitate termination in the sole discretion of the Owner, the Owner shall have the option of terminating the Agreement. If the Owner exercises the option to terminate, a Notice of Termination so providing will be issued. Such Notice of Termination may provide for the Contractor to perform any Work deemed by the OWNER as necessary to put the project in satisfactory condition for the termination of all Work. Payment to the Contractor shall be made in accordance with the Agreement. Upon the issuance of Notice of Termination, the Contractor shall be relieved of further responsibilities for damage to the Work (excluding materials not already incorporated into the Work) and will not be required to perform any further Work other than that specified in the Notice of Termination.

16.02.E.2 When the Owner determines that the Work specified in the Notice of Termination has been completed, the Owner shall accept the Project, and immediately upon such acceptance, the Contractor will not be required to

perform any further Work thereon, and shall be relieved of his responsibility for injuries to persons or property.

- 16.02.E.3 After acceptance of the Work, pursuant to the General Conditions, the Contractor will be paid for the Work done prior to termination. The Owner will determine the value of the partially completed Work as follows: The Contractor will be paid for all Work to date. This amount shall be computed by determining the percentage of Work completed prior to termination and multiplying that percentage against the Total Contract Price. The amount to be paid shall not exceed the amounts previously paid or due. The Contractor shall not be entitled to his anticipated profits for the Work which would have been performed, but for termination.
- 16.02.E.4 If, prior to such termination, the Contractor has placed an order for materials specially manufactured for the Project, which materials are not suitable for use in other projects of the Owner or sale to others in the ordinary course of the vendor's business, the Contractor will be paid the actual cost of the materials to the Contractor or the cancellation charges, if any, assessed by the vendor. The determination of whether the order shall be completed or canceled shall be made by the Owner. Any materials approved for payment by the Owner and Contractor shall become the property of the Owner and the actual cost of any further handling will be paid for by the Owner.
- 16.02.E.4 No payment will be made for materials which have been damaged and are not acceptable for incorporation in the Work in accordance with the requirements of the Agreement. The Contractor shall reimburse the OWNER for any amounts previously paid by the Owner for such unacceptable material, and agrees that the Owner may deduct the amount of such previous payment made by the Owner for any monies due or which may become due the Contractor. If the Owner has paid for acceptable materials not incorporated into the Work under the General Conditions, the Owner will have the option of taking title to all or any portion of such materials, or of receiving reimbursement from the Contractor for any amounts previously paid to the Contractor. The Contractor agrees to pay to the Owner upon demand any amounts previously paid for such materials, and agrees that the Owner may deduct the amount of such previous payments from any monies due or which become due the Contractor.

G.C.- 16.02.G

Add the following paragraphs immediately after paragraph 16.02.G of the General Conditions:

“16.02.G Contractor's Responsibility on Receipt of Notice of Termination.

Upon receipt of Notice of Termination from the Owner, whether for default, convenience of the Owner, or otherwise, the Contractor shall:

1. Stop all Work under the Agreement on the date of, and to the extent specified in, the Notice of Termination.
2. Place no further orders or subcontracts for materials, equipment, or services except as may be necessary for completion of such portions of the Work specified in the Notice of Termination.
3. Cancel or terminate all orders of subcontracts to the extent that they relate to the performance of Work specified in the Notice of Termination; and,
4. Comply with all other requirements of the Owner as may be specified in the Notice of Termination.

16.02.H Subcontract Provision.

The Contractor shall insert in all subcontracts a provision that the Subcontractor shall stop all Work on the date of, or to the extent specified in, a Notice of Termination from the Owner and shall require the Subcontractors to insert the same provision in their subcontracts.

16.02.I Duty to Notify Subcontractors.

The Contractor shall immediately, upon receipt, communicate any Notice of Termination issued by the Owner to all affected Subcontractors."

SECTION 01000

SUMMARY OF WORK

A. Project Identification:

Maintenance Building Interior Finishing

B. Project Summary:

This project consists of finishing the interior of a new metal maintenance building for the City of Lakeland Public Works Department. The building is located at 10031 Highway 70, Lakeland TN. The building (shell-only) is currently under construction and estimated to be complete by December 31, 2020. The metal building, concrete slab, exterior doors, bollards, under-slab plumbing, catch basins, and oil-water separator are included in the building contract and are NOT considered part of this project.

This project includes, but is not limited to, the following work:

- Construct an office, restroom and mezzanine area according to the approved plans and specifications.
- HVAC will be provided by the owner. The unit shall be disconnected from existing facility and relocated to the new facility.
- Shower shall be not be installed. The shower area shall be converted to a closet, finished with GWB and interior door.
- Gas service shall be extended from the existing meter located at City Hall; 10001 Highway 70 as shown on the Utility Site Plan.
- Sanitary Sewer service shall be extended from the building as shown on the Utility Site Plan.
- A service request for new electric meter and water meter have been submitted to MLGW. The Contractor will be required to run the utility from the meter into the building according to the approved Utility Site Plans.
- All permitting required by Memphis-Shelby County Code Enforcement shall be the Contractors responsibility.
- All work shall be in accordance with the approved plans unless otherwise approved by the Engineer.

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. Field-verify dimensions indicated on drawings (when applicable) before fabricating or ordering materials. Do not scale drawings.

3. Notify Owner of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission from, or inclusion of, locations on the drawings, is not to be considered as the nonexistence of, or the definite location of, existing underground utilities. Do not remove or alter existing utilities without prior written approval.
4. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
5. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

SECTION 01010

GENERAL CONSTRUCTION REQUIREMENTS

PART 1 - Description.

To establish uniform requirements for construction of water distribution facilities, sanitary sewerage collection facilities, storm sewer collection systems, streets, and associated appurtenances which will enable the construction to be performed in accordance with Local, State, and Federal laws.

1.01 Definitions.

A. For the purposes of these specifications, the words and phrases set out in the following articles shall have the meanings as follows:

1. "City" means the governing body of the city of Lakeland, TN.
2. "Contractor" means the individual, partnership, firm, or corporation contracting with the developer or the City which will be performing the work, or which will be performing the construction activities.
3. "Developer" means partnership, firm, or corporation developing property where construction will be performed.
4. "Engineer" means the consultant or City Engineer.
5. "Owner" means the individual, partnership, firm or corporation being the owner of record of property where construction will be performed.
6. "Underground facility" means any item of personal or public property buried or placed below ground for use in connection with the storage or conveyance of electronic, water, sewage, telephonic or telegraphic communications, cable television, electric energy, oil, gas, hazardous liquids, or other substances and including, but not limited to pipes, sewers, water, storm water, conduits, cables, valves, lines, wires, manholes, and attachments.

B. The following abbreviations shall have the designated meanings:

1. "APWA" means the American Public Works Association.
2. "ASTM" means the American Society for Testing and Materials.
3. "AWWA" means the American Water Works Association.
4. "AASHTO" means the American Association of State Highway & Transportation Officials.

- C. Reference to a specific specification, i.e., AWWA C900, means the latest Edition of that specification.

PART 3 Execution

3.01 Scheduling and Construction Progress.

- A. Prior to the start of any work, the Contractor shall submit in writing to the Engineer for review, a progress schedule that shall be followed as closely as possible. Progress scheduling using critical path method is approved and encouraged. Once work has started on a street, it must be pursued continuously until all work on that street is finished.
 - 1. The Contractor shall schedule a preconstruction conference prior to the start of work. Persons attending shall include representatives of the Contractor, subcontractors, owner, developer, Engineer, and affected utilities.
- B. Each successive phase of work will follow the preceding phase as closely as possible so that the time any one street is under construction is kept to a minimum.
- C. In the event that the work is not being accomplished expeditiously or in accordance with the time period set forth in the progress schedule, or if the work on an excavation has ceased or is abandoned without due cause, the Engineer may give written notice to the Contractor and/or the surety company for the project.

3.02 Notification of Landowners, Residents, and Businesses

- A. At least one (1) week prior to beginning construction operations Contractor shall notify in writing, all those directly affected by the Work, including the Fire, Ambulance, Police Departments, and the Engineer's Office. The notification shall include the following as a minimum:
 - 1. Name, address, telephone number, and contact person for Developer, Developer's Contractor, Owner, and Engineer.
 - 2. A brief description of the proposed Work.
 - 3. Name and telephone number of Contractor's person to contact in emergency.
 - 4. A map showing the Work area, the traffic control plan, and the planned access to be provided to the affected properties. The map should also show the property or business owners' access during construction, and access in case of an emergency for fire, ambulance, police, or other emergency service agency vehicles.
 - 5. A schedule for start up and completion of the Work. Schedules shall be updated as needed as the work progresses.

6. Contractor shall notify property owner and occupant 24 hours in advance of any disruption of service or access.

3.03 Available Maintenance Personnel

The Contractor shall have personnel available to maintain the Work as required, 24 hours per day every day. Accordingly, the Contractor shall furnish the City, the Owner, the Engineer, and the Shelby County Sheriff's Office with the names, addresses, and telephone numbers of local employees or representatives who will be available to maintain the Contractor's work during non-working periods, evenings, nights, weekends, and holidays.

3.04 Utility Locates

- A. It is the responsibility of the Contractor to obtain locates for buried facilities within the project area prior to the start of work as necessary and as required by law. The Contractor is responsible for any damage to buried utilities or damage or injury to persons or property resulting from Contractor's work in the vicinity of the utilities.
- B. It is the responsibility of the Contractor to provide advance notice to all utility notification centers serving that area. The Contractor shall request the notification center to provide the nature, location, and elevation of the utility at each location and at whatever interval is necessary for the work. If the utility company cannot or will not provide the information, the Contractor shall obtain the information by whatever means are necessary. For each location that the utility is exposed, the Contractor shall locate the utility by tying it both horizontally and vertically by coordinates, to the datum established by the City.
- C. At all utility crossings the Contractor shall locate the utility at a minimum of one point directly over the proposed line or appurtenance. When existing utilities that parallel the proposed line or appurtenance are exposed by excavation, the Contractor shall locate the utility by tying it both horizontally and vertically to the datum and include the information on the record drawings. At a minimum, the utility shall be tied horizontally and vertically at 300-foot (90 m) intervals.
- D. If during the field location of the utilities, additional unforeseen utilities are discovered, the Contractor shall immediately notify the Engineer and proceed in accordance with approval of the Engineer. The utility must be located by the Contractor as specified above and include the information on the record drawings.
- E. The Contractor must protect all existing utilities and improvements, public or private, located on the right-of-way, and other work areas, during the entire period of his work. Special care must be taken in backfilling and compacting under and around such improvements. Any breakage or damage to underground facilities caused by trenching, backfilling, resurfacing, or any other activity associated with the work shall

be the responsibility of the Contractor.

- F. Whenever utility mains or services are crossed, the utility owner shall be notified and the crossing shall be constructed in accordance with the utility owner's requirements.
- G. Before the Contractor begins his grading operations, he shall confer with the owners of any underground or overhead utilities which may be in or in close proximity to the grading areas, and shall arrange for the necessary disconnection of these utilities in accordance with the regulations of the utility companies concerned. The Contractor shall take such measures as the Engineer may direct in protecting these utilities properly throughout the period his grading operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning, or revising the utilities, except as otherwise specified in this Section. Whenever and wherever such operations are undertaken by the owners of utilities, the Contractor shall cooperate to the extent that ample protection of their work will be provided so that the entire work as contemplated may be expedited to the best interests of all concerned, as judged by the Engineer.
- H. Protect and safeguard existing service lines and utilities structures, the locations of which have been made known to the Contractor by the owners of the utilities or by others, prior to excavation or construction of fills or embankments, from damage during grading operations. Any damage to such lines or structures shall be repaired at the Contractor's expense. The above provisions are applicable to all service lines or utilities structures, all or any portion of which protrude above the original ground or street surfaces, or lie beneath such surfaces in any grading area or any other area upon which the Contractor has encroached.

3.05 Protection of Existing Buildings and Structures

For collapse of adjacent buildings, sidewalks, structures, and underground or above ground utilities, the Contractor shall repair damage done to the owner's property or any other property, on or off the premises, by reason of his operations. The Contractor shall adequately brace walls during backfilling and compacting operations.

3.06 Construction Stakes – Alignment and Grades

- A. All work shall be constructed in accordance with lines and grades shown on the drawings and as designated by the Engineer. These lines and grades may be modified by the Engineer as provided in the General Conditions.
- B. The Contractor shall provide experienced personnel, materials, and equipment necessary to complete all survey, layout, and measurement work. The Contractor shall keep the Engineer informed a reasonable time in advance, of the times and places he wishes to do work so that initial control points may be designated.

3.07 Restoration of Street Surface, Street Signs, Curbs, Driveways, Sidewalks, Irrigation and Landscaping

- A. Wherever existing improvements are removed, damaged or otherwise disturbed by Contractor's activities, Contractor shall replace or repair the improvements to conditions equal to or better than the condition prior to the start of work. Any crushed rock, sod, or natural vegetation disturbed by the Contractor shall be replaced, rebuilt or restored to conditions equal to or better than the condition prior to the start of work.

3.08 Temporary Utilities, Public Access and Safety

- A. Contractor shall provide temporary water and sewer service to properties when permanent facilities will be out of service for eight (8) hours or longer, or when other circumstances make it necessary. Where service cannot be interrupted, such as sewer mains, Contractor shall provide plant and equipment to pump around the sections which are out of service.
- B. Where the Engineer deems necessary, the Contractor shall provide access wherever possible to public and private property to prevent serious inconvenience to pedestrian and vehicular traffic. This shall not be construed to require the Contractor to provide such access at the times and locations where it will interfere with his construction progress. The Contractor shall furnish, place, and maintain sufficient flags, flares, barricades, signs, etc., along the location of his work in accordance with the Federal Highway Administration, "Manual on Uniform Traffic Control Devices." Flag persons shall be utilized if necessary to maintain safe traffic flow.

3.09 Erosion and Sediment Control

- A. Erosion and sediment control shall be performed in accordance with rules and regulations adopted by the City of Lakeland and the Tennessee Department of Environment and Conservation.

3.10 City Permits

- A. All necessary permits shall be obtained prior to the beginning of any construction project. Those permits may include: City of Lakeland/TDEC Permit to Construct, Street Cut Permits, Traffic Control Permits, Bonds, and Erosion and Sediment Control Permit, as well as any other appropriate permits required for the project by the City.

3.11 Punchlist and Final Closeout

- A. Initial City Punchlist

1. The Contractor, Owner, Engineer, and City personnel will conduct an initial walkthrough and develop a list of deficiencies that will be presented to the Contractor by the Engineer.
2. The Contractor, Owner, and Engineer will conduct a walkthrough identifying items to be corrected. A final punch list will be developed by the Contractor and Engineer. The punch list will contain dates for completion of the various identified items.
3. All items on the list will be completed to the satisfaction of the City prior to acceptance of the project and start of the one-year warranty period.

3.12 Submittals

The Contractor shall submit for approval by the Engineer a minimum of five (5) copies of data required by specific sections of this specification.

3.13 Workmanship and Cleanup

- A. All debris and rubbish caused by the operations of the Contractor shall be removed, and the areas occupied during his operations shall be left in a neat and presentable condition satisfactory to the Engineer. Construction cleanup and all backfill operations shall immediately follow installation of underground facilities. Cleanup shall be completed to allow local traffic on the street and access to driveways, parking lots, etc. During construction, all existing gutters, storm drains, runoff channels, etc. shall be kept clean of dirt, rubble, or debris which would impede the flow of storm sewer.
- B. Excess, unsuitable, and waste materials from the project (including that from trench excavation, pavement removal, curbwalk removal, and grading operations), shall be suitably disposed of, offsite, by Contractor.
- C. Excess material resulting from parkway and shoulder finishing and other final operations shall not be permitted to accumulate on the pavement surface and shall be removed concurrently with the finishing operations. Care shall be taken to prevent the entrance of this material into drainage structures or other waterways during the construction period. It shall be the responsibility of the Contractor to properly dispose of all excess material.

3.14 Design Mixes, Testing and Quality Assurance

- A. The testing requirements and cost responsibilities of design mixes, testing requirements, and quality assurance testing are listed in each specific section of these specifications.
- B. Unless specified by the contract documents, or addressed specifically within these

Standard Specifications, the Owner will be responsible for moisture/density/compaction testing only. If the initial moisture/density/compaction test fails to meet the minimum standards as established by these specifications, the Contractor shall pay for any and all additional tests until a moisture/density/compaction test meeting the minimum standards is obtained.

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 – Description

1.01 SUMMARY

- A. Contractor shall schedule a preconstruction conference (if required) to be held within twenty (20) days of the Notice of Award. Contractor's assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meetings.
- B. Conduct all construction activities between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except in cases of emergencies. No work will be allowed on Saturdays without the Owner's permission, and no work, except for emergencies, will be allowed on Sundays or City of Lakeland Holidays. All pavement subgrade excavation shall be observed by the Owner Representative. The Owner's Representative shall determine the depth of the subgrade excavation prior to backfill.
- C. Contractor shall obtain water for use during construction at his expense. If Contractor elects to obtain water from the public water utility, he will make all the arrangements, comply with their regulations, and pay all fees and charges.

1.02 COORDINATION WITH PUBLIC AND PRIVATE AGENCIES

- A. If utility companies elect to repair or replace their lines in the project area, their crews will be permitted access to the area to accomplish their work.
- B. Contractor is responsible for locating and protecting existing underground improvements. Contact all utility companies for location of their facilities. To contact all utility companies call the local underground number at least 48 hours prior to excavation for field locates.
- C. Contractor shall have personnel available to maintain his work as required 24 hours per day every day. Contractor is responsible for housekeeping, dust and erosion control, and shall provide all equipment and personnel necessary to meet the requirements of this responsibility. Contractor shall provide Engineer with the name(s) and telephone number(s) of the person(s) designated to be available for after-hours contact. If this person cannot be contacted, Owner may use its equipment to correct problems. In this case, Contractor shall pay all costs incurred by Owner.
- D. Do not utilize private property for any purpose without written permission from the property owner.

1.03 COORDINATION WITH OWNER AND ENGINEER

- A. Construct all work in accordance with the lines and grades shown on the Drawings, and as designated by Engineer (when applicable). Engineer may modify these lines and grades as provided in the General Conditions. Where the Contract Documents specify survey work to be provided by Engineer, give Engineer a minimum of 24 hours notice.
- B. Owner shall employ and pay for the services for an independent testing agency to perform tests as required by the Contract Documents. Notify Engineer a minimum of 24 hours in advance to request testing. Contractor shall be responsible for cost of re-tests required if the results of the original tests do not meet the minimum requirements.
- C. Coordinate on-site staging areas, access and temporary facilities with Owner.
- D. For additional information, contact Philip Stuckert, Lakeland City Engineer at 867-5418.

1.04 COORDINATION OF CONSTRUCTION

- A. Contractor is responsible for coordinating work of all trades by preparation of schedules and progress reports, coordination of drawings and other work as necessary.
- B. Schedule work to produce orderly, continuous progress and avoid delays due to lack of materials, subcontractor schedule, lack of available manpower, etc.
- F. Contractor is responsible for ensuring that installed and/or completed work is complete and satisfactory prior to enclosing or covering. Call for required inspections in a timely manner and do not cover work that requires inspection.

END OF SECTION

SECTION 01340

SUBMITTALS

PART 1 - Description

1.01 Summary

- A. Comply with Submittal format requirements as specified in the Contract Documents.
- B. Provide, in a timely manner, the number of copies and types of submittals listed in individual sections of the Contract Documents. If not specified elsewhere, provide the following as a minimum:
 - 1. Mix designs and certifications of compliance for Portland Cement Concrete, Cement Treated Base, Aggregate Base Course, Asphaltic paving material, and any other material or product used as part of this project as required in the Standard Specifications.
 - 2. Closeout submittals.
- C. Provide required resubmittals in the appropriate quantities if original submittals are not approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note any special coordination required. Note any deviations from requirements of the Contract Documents. Submittal data shall be properly labeled indicating specific service for which material or equipment is to be used, section and article number of specifications, project name, Contractor, etc. Data of a general nature will not be accepted.
- E. Failure of Contractor to submit shop drawings in ample time for checking shall not entitle him to an extension of contract time.

END OF SECTION

SECTION 01505

TEMPORARY FACILITIES

PART 1 - Description

1.01 Summary

A. Provide temporary services and utilities, including utility costs:

1. Potable and non-potable water.
2. Lighting and power.
3. Toilet facilities.
4. Materials storage.
5. Heating.

B. Provide construction facilities, including utility costs;

1. Construction equipment.
2. Dewatering and pumping.

C. Provide security and protection requirements:

1. Fire extinguishers.
2. Site enclosure fence, barricades, warning signs, and lights.
3. Snow and ice removal, if applicable.

D. Provide personnel support facilities:

1. Sanitary facilities.
2. Drinking water.
3. Cleaning and trash removal.
4. First aid and Emergency Medical Services.
5. Trash removal.

END OF SECTION

SECTION 01750

CONTRACT CLOSEOUT

PART I Description

1.01 Summary

- A. Provide prerequisites to substantial completion.
 - 1. Punch list.
 - 2. Supporting documentation.
 - 3. Warranties.
 - 4. Certifications.

- B. Provide prerequisites to final acceptance.
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
 - 3. Submit record documents: One set of drawings and project manual with all changes noted in red and Project Manual changes flagged with page tabs.
 - 4. Final clean-up.
 - 5. Removal of temporary facilities.

END OF SECTION

SECTION 01810

SPECIAL PROVISIONS

PART 1 Description

1.01 SUMMARY

- A. These "Special Provisions" supplement, clarify, or modify provisions of Specifications as they apply to this project.
- B. Requirements of Special Provisions, General and Supplemental Conditions apply to work performed under all sections of this project.
- C. Work of this contract shall include all work required to construct the entire Project as shown on the drawings and defined by the Specifications and other contract documents, unless specific exceptions are stated therein.
- D. DISCREPANCY BETWEEN SPECIAL PROVISIONS, SPECIFICATIONS, AND PLANS. In the event of discrepancy between Special Provisions and other sections of the Specifications, the Special Provisions will take precedence over the Specifications, the General Conditions, and the Supplemental Conditions. The Specifications will take precedence over the Plans.

1.02 LABOR PRACTICES

A. EIGHT-HOUR WORK DAY

The Contractor's attention is directed to, Limitation on work hours; overtime; exceptions. a) No person shall require laborers, workmen, or mechanics to work more than eight hours in any one calendar day or forty hours in any one week upon any public works of the state, or any of its political subdivisions, except as hereafter authorized. An employee may agree to work more than eight hours per day or more than forty hours in any week provided the employee shall be paid at the rate of one and one-half times the regularly established hourly rate for all work in excess of forty hours in any one week.

1.03 BACKFILL OBSERVATION

No work shall be covered before the Project Representative or Engineer has approved the work. If any piping or appurtenance is covered without the approval of the Engineer or Project Representative, at the discretion of the Engineer, the Contractor will be required to re-excavate to expose the covered materials. The cost of exposing those materials and then backfilling and compaction will be at the Contractor's expense, regardless of the condition of the pipe and/or the materials under question.

1.04 CONSTRUCTION WATER

The Contractor is responsible for supplying water for construction purposes. If the Contractor wishes to use existing fire hydrants for water, he shall make the proper arrangements with the owner of the hydrant. The Contractor will be responsible for compliance with that owner's requirements as well as the payment of any fees for its use. Construction water is considered incidental to this project and no separate payment will be made to the Contractor for this item. If the Contractor wishes to use water from a resident, he shall obtain written permission from that resident to do so.

1.05 SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for safety conditions at and adjacent to the job site, including the safety of all persons and property during the performance of the work. The Contractor shall comply with all federal, state, and local safety laws and regulations. This requirement shall apply continuously, and shall not be limited to normal working operations. The Engineer's construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site. This paragraph shall be applicable to the Contractor and all of the Contractor's subcontractors.

In addition, the Contractor shall provide barriers, fences, signs, lights, etc. as necessary to control access to the site.

1.06 TESTING OF BACKFILL

The Engineer shall determine the frequency and number of tests to be conducted to measure the density and moisture of backfill. The cost of performing the first tests will be paid by the Owner. When testing shows a failure to meet or exceed project minimum requirements the Contractor will be required to rework or replace the failed area or section and will be responsible for the costs of any and all retests necessary until satisfactory results are achieved.

1.07 DUST CONTROL

The Contractor shall be responsible for dust and erosion control, and for minimizing dust and erosion to the Owner's satisfaction. Dust and erosion control shall be deemed to be incidental and shall not be a pay item.

1.08 DISPOSAL OF WASTE MATERIALS

Excess, unsuitable, and waste materials from this project (including that from trench

excavation, pavement removal, piping removal, and grading operations), shall be disposed of, offsite, by Contractor. Such disposal shall be considered incidental, and shall not be a pay item.

1.09 CODES AND STANDARDS

All materials and the completed installation shall comply with applicable standards promulgated pursuant to the State of Tennessee and City of Lakeland.

1.10 OPEN EXCAVATIONS

The Contractor shall completely backfill all excavations before stopping work for the day. No excavation (fenced or unfenced) shall be left open overnight, over a weekend, nor any period in which no work at that location is underway. The cost of reopening or re-excavation due to this provision will be borne by the Contractor.

1.11 CONSTRUCTION SURVEYING AND STAKING

In this project, lines and grades of replaced appurtenances shall match those existing. When new appurtenances such as drain lines, catch basins, curbswalks, and new roadway crowns are to be installed, the Contractor will provide construction surveying and staking. All work will be constructed in accordance with the lines and grades provided. These lines and grades may be modified by the CITY ENGINEERING OFFICE as provided in the General Conditions.

1.12 CLEANING AND FINISHING

After completion of all work all debris and foreign material will be removed by the contractor. The project area, including staging areas, shall be clean and functional. This will include the restoration of any disturbed landscaping in the work area.

1.13 SUBSTANTIAL COMPLETION

The Project shall be “Substantially Complete” at such time when all building demolition is completed and construction and demolition waste is removed from the site.

END OF SECTION

SECTION 02530

SANITARY SEWERAGE COLLECTION FACILITIES

PART 1 – Description

1.01 Summary

- A. This Section covers the furnishing and installation of all materials, labor, tools, and equipment to construct complete, in-place sanitary sewer mains, sewer service lines, and all appurtenances in accordance with the requirements of the Contract Documents, and as specified herein.
- B. The Contractor shall also do the excavating of all kinds of materials encountered, furnish or compact foundations where required, furnish and install all timbering, sheeting and bracing necessary or proper to safely support all work, remove all water, protect, repair, relocate, maintain, and restore all subsurface, surface, and overhead structures directly or indirectly disturbed, injured, or affected by his operations, and furnish all other appurtenant items and services necessary or specified.

PART 2 - Materials

2.01 Submittals

Before the fabrication of the pipe and manholes is started, the contractor shall submit for review, drawings showing the pipe lengths, complete laying schedule, joint details, special sections, and other additional details, such as fittings. All pipe and manholes furnished shall be fabricated in accordance with the reviewed drawings. Manufacturer's certificates of compliance and installation recommendations shall be provided to the City prior to construction

2.02 Materials

- A. The materials used in this work shall all be new and conform to the requirements for class, kind, size, and material as specified herein.
 - 1. A copy of the manufacturer's installation recommendations for each kind of pipe used must be provided to each foreman and inspector prior to construction and must be followed during construction unless otherwise instructed.
 - 2. When required by the Engineer, the Contractor shall furnish certification by the manufacturer of the pipe to be furnished on this project, certifying that the pipe and fittings comply with the applicable specifications.
 - 3. All pipe shall be clearly marked with type, class, and/or thickness as applicable. Lettering shall be legible and permanent under normal conditions of handling and storage.
 - 4. Except in locations where the soils are contaminated by hydrocarbons and other locations designated by the City, all sewer main piping shall be polyvinyl chloride pipe (PVC).
- B. Polyvinyl Chloride Pipe (PVC) and Fittings

1. PVC pipe and fittings shall conform to ASTM D-3034, SDR 26 (4-inch through 15-inch) (100mm – 375 mm) Type PSM or ASTM F679, Type I, SDR 35 (18-inch through 36-inch) (450mm – 914mm).
2. Each joint of pipe shall be marked with the size, SDR, “Sewer Pipe”, and code number. The pipe and fittings shall have bell and spigot joints with approved gaskets conforming to ASTM F-477. The spigot end shall be marked so that the installer and the inspector can determine when the pipe is properly installed.
3. All PVC pipe and fittings shall be manufactured from virgin, National Sanitation Foundation (NSF) approved resin conforming to ASTM D-1784.
4. All PVC pipe joints will be gasketed bell and spigot push-on type conforming to ASTM D 3212, unless directed otherwise in these specifications. Gaskets will be part of a complete pipe section and purchased as such. Lubricant will be as recommended by the pipe manufacturer.

C. Ductile Iron Pipe (DIP)

1. Ductile iron pipe shall conform to the requirements of AWWA C151, laying condition type 5. The minimum design thickness shall be pressure Class 350. All pipe shall be clearly marked with manufacturer’s name, DI or ductile, weight, class or nominal thickness, and casting period. Unless otherwise specified, joints will be push-on gasket type conforming to the requirements of ANSI A 21.11 and AWWA C111.
2. The interior of the pipe shall be epoxy lined or polyurethane lined to a nominal thickness of 40 mils in general conformance to AWWA C-210, C-213, or C-550. The bell gasket area and the spigot ends shall have a nominal interior thickness of 6 mils in order to alleviate assembly problems. The pipe exterior shall be a tar or bituminous seal coating at least one mil thick. The coating shall adhere to the pipe and spotty or thin coating, or poor adhesion, shall be cause for rejection of the pipe.
3. Fittings will conform to the requirements of ANSI A21.10.
4. When specified, Mechanical Joints will conform to the requirements of ANSI A 21.11. Flanged joints will conform to the requirements of ANSI A21.15. Flexible joint ductile iron pipe for stream crossings applications will conform to ASTM A 536 and will be Grade 70-50-05. Steel retainer rings will conform to ASTM A 148 for Grade 90-60.

D. Corrugated PVC Pipe with Smooth Interior 12 to 36 inch

1. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. Pipe shall be manufactured to 46 psi stiffness when tested in accordance with ASTM Test Method D2412. There shall be no evidence of splitting, cracking or breaking when the pipe is tested per ASTM Test Method D2412. The pipe shall be made of PVC compound having a minimum cell classification of 12454B as defined in ASTM Specification D1784.
2. Pipe shall be A-2000 as manufactured by Contech Construction Products or approved equal.

All other manufactures of Corrugated PVC pipe shall be pre-qualified at least 10 days prior to bid opening to be considered as approved material suppliers. Pre-qualified submittals shall demonstrate a minimum of 5 years experience of manufacturing proposed pipe material, pipe performance history including a project installation list with at least ten successful sanitary sewer installations in excess of 20,000 LF per project, product literature and installations recommendations. For pricing and product information contact Paul Gavin of Contech Construction Products at 901-299-4847.

3. All fittings for PVC corrugated sewer pipe with a smooth interior shall conform to ASTM F949, Section 5.2.3. To insure compatibility, the pipe manufacturer shall provide all fittings.
4. All joints shall be made with integrally-formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

E. Corrugated PVC Pipe with Smooth Interior 8 to 10 inch

1. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. Pipe shall be manufactured to 115 psi stiffness when tested in accordance with ASTM Test Method D2412. There shall be no evidence of splitting, cracking or breaking when the pipe is tested per ASTM Test Method D2412. The pipe shall be made of PVC compound having a minimum cell classification of 12454B as defined in ASTM Specification D1784.
2. Pipe shall be A-2026 as manufactured by Contech Construction Products or approved Equal. All other manufactures of Corrugated PVC pipe shall be pre-qualified at least 10 days prior to bid opening to be considered as approved material suppliers. Pre-qualified submittals shall demonstrate a minimum of 5 years experience of manufacturing proposed pipe material, pipe performance history including a project installation list with at least ten successful sanitary sewer installations in excess of 20,000 LF per project, product literature and installations recommendations. For pricing and product information contact Paul Gavin of Contech Construction Products at 901-299-4847.
3. All fittings for PVC corrugated sewer pipe with a smooth interior shall conform to ASTM F949, Section 5.2.3. To insure compatibility, the pipe manufacturer shall provide all fittings.
4. All joints shall be made with integrally-formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

F. Sewer Service Pipe Within the Public Right-of-Way

1. Service pipe materials shall be extra heavy cast iron pipe, PVC sewer pipe (ASTM D2665 Schedule 40 or ASTM D3034, SDR 35 26) or ABS sewer pipe (ASTM D2661).
2. An approved watertight commercial adapter joint shall be used to connect the service pipe to the sewer main wye.

G. Reducing Wyes

1. Service connections to the main line shall be made with monolithic reducing wyes installed in the main line.
2. The reducing wye fittings shall meet ASTM D3034, SDR 26 (4-inch through 15-inch) (100mm – 375 mm) or ASTM F679, Type I, SDR 26 (18-inch through 27-inch) (450mm – 675mm).

H. Manholes

1. All manholes and other precast items shall be manufactured in a plant that is certified by the National Precast Concrete Association. Manufacturer's certificates of compliance and installation recommendations shall be provided to the Engineer and City prior to construction.
2. All manholes shall be constructed with concentric precast concrete sections without steps unless otherwise approved. Precast concrete manhole sections shall be manufactured to standards at least equal to or greater than the requirements of the Standard Specifications for Precast Reinforced Concrete Manhole Sections, ASTM Designation C478. The minimum internal diameter for sanitary manholes shall be forty-eight inches (48") (1.2m) unless shown otherwise. Manholes shall conform to all requirements as shown on the detail drawings. Precast manhole joints shall be made water-tight with Ram-Nek material or an approved gasket at each joint. The Ram-Nek and primer must be used in accordance with the manufacturer's instructions.
3. Rubber gaskets used for precast manhole joints shall be designed in accordance with ASTM C361, C478, C443, and AASHTO M 315-94. All lifting holes must be grouted in after placement. All concrete for manholes and drop manhole encasement shall be Class AS. Portland Cement used in manufacturing reinforced manholes shall be Type II, ASTM C 150.
4. The concrete base shall be cast-in-place or precast concrete of the size and depth shown on the drawings. Concrete used for bases shall have a twenty-eight (28) day compressive strength of at least four thousand pounds per square inch (4,000psi) (27,600 kPa). Approved precast concrete bases will be allowed if provided with an integral groove for barrel placement. Precast concrete bases shall conform to ASTM C478. Manholes with the base monolithically poured with the bottom barrel are also acceptable and preferred.
5. For sewer manholes four (4) to six (6) feet in diameter and less than twenty (20) feet deep, precast reinforced manhole base sections shall be a minimum of 8 inches thick. For sewer manholes greater than six (6) feet in diameter or more than twenty (20) feet deep, precast reinforced concrete manhole base sections shall be a minimum of 12 inches thick. All precast manhole base sections shall be reinforced with #4 steel reinforcement bars placed 6 inches on center each way and at mid depth of the slab, unless shown otherwise on the plans.
6. All manholes (proposed or existing) with force mains (proposed or existing) discharging into them shall be coated according to this specification. Manholes for automatic air (or

air/vacuum) release valves on sewer force mains shall also be coated according as per this section.

- a. For existing manholes, Quadex QM-1s Restore cementitious coating as distributed by Quadex, Inc., North Little Rock, Arkansas, U.S.A. is specified as the standard of quality. Other coating material of equal or better quality, as determined by the Engineer, may be used instead. The material shall be a high strength, cement based polypropylene fiber reinforced shrinkage compensated mortar enhanced with NSG (nepheline synte granite). The material shall have high early and ultimate compressive, flexural, and bond strengths. The material shall have proven resistance to a broad range of corrosive chemicals, including sulfuric acid created by hydrogen sulfide gas as well as other chemicals typically found in sanitary sewers. The material shall also have a low permeability.
 - b. For new manholes, the protective coating shall be Sauereisen SewerGard polymer lining as distributed by Sauereisen, Pittsburgh, Pennsylvania, U.S.A. as the standard of quality. Other polymer coating systems of equal or better quality, as determined by the Engineer and approved by the Owner, may be used instead. The material shall be an impermeable, high strength, corrosion-resistant, fiber-filled or aggregate-filled epoxy material specifically designed to protect concrete surfaces of municipal wastewater treatment structures and collection systems from chemical attack and physical abuse. The material shall prohibit water infiltration and shall have proven resistance to a broad range of corrosive chemicals, including sulfuric acid created by hydrogen sulfide gas as well as other chemicals typically found in sanitary sewers. The material shall be suitable for application over damp or dry concrete surfaces without the use of a primer. The material shall have a non-sagging consistency to permit application on vertical and overhead surfaces.
 - c. Manufacturer & Installer - Coating materials shall be as manufactured by Quadex, Inc., Sauereisen, or approved equal. Installation shall be performed by an installer approved by the material's manufacturer using workers experienced in the application of the coating to be used.
7. Precast manhole inverts shall be constructed using a secondary invert forming system designed to provide a finished invert that aligns precisely with the incoming pipelines, incorporating a finished flow depth of 0.75 diameter of the largest pipe. The completed precast invert shall include an alignment bench for each pipe, and provide for uniform horizontal and vertical transition through the manhole in accordance with drawings. Provide 0.1' (30mm) minimum fall between inlet and outlet. After the installation of the pipelines into the manhole, the interior annular space around the outside of the pipe shall be sealed with grout. Manhole couplings or other acceptable water stops (i.e. PVC pipe gasket stretched over outside of pipe, Ram-Nek, etc.) must be used when connecting PVC pipe to manholes. The acceptable tolerances for manhole inverts are one-quarter inch (1/4") (6.25mm) in any dimension and within 2 degrees for alignment. The invert forming system shall be "A-Lok Tru Contour", or approved equal.
 8. Manhole frames and covers shall be Neenah R 1643 or approved equal. Cover and frame seat shall be machine finished to prevent any rocking of cover in its associated frame. Cover shall have the word "SEWER" clearly cast on its surface. Manhole cover shall be minimum

of 7.5 inches in height, have a minimum inside clearance of 24 inches in diameter and shall be considered heavy duty with 1.5 inch thick cover.

- a. When required, self-sealing, waterproof frames and covers meeting Neenah R-1916-F or D&L Supply E-1926 or approved equal shall be used.
9. For manholes with depths of six feet (6') (1.8m) or less, all of the precast manhole sections shall be of the specified diameter and shall have a flat, precast concrete top.
 10. Manholes located in the 100 year floodplain and more than three feet (3') above final grade shall have a flat, precast top and self-sealing waterproof frame and cover.

I. Force Mains

1. Ductile Iron Pipe (DIP)
 - a. See specifications for ductile iron pipe in Section 2.02 Materials C.
2. High Density Polyethylene (HDPE) Pressure Pipe and Fittings
 - a. High Density Polyethylene Pipe (HDPE) shall be manufactured from virgin extra high molecular weight, high density PE3408 polyethylene pipe grade resin to a minimum cell classification of PE345434C as determined by ASTM D3350. No post consumer recycled polyethylene materials shall be allowed. The minimum material classification shall conform to III C5 P34 as determined by ASTM D1248.
 - b. All HDPE pipe and fittings shall conform to ASTM F714 and ASTM D3261, respectively, and have a Standard Dimension Ratio (SDR) of 17.
 - c. Successive joints of HDPE pipe shall be joined by heat fusion at a fusion pressure of 75 psi and temperature of 400° F. All such connections shall be performed in strict accordance with the manufacturers instructions
3. Polyvinyl Chloride (PVC) Pressure Pipe and Fittings
 - a. Polyvinyl chloride (PVC) pressure pipe shall be SDR-21 Class 200 and conform to the ASTM D2241 standard, be UL listed and approved by the National Sanitation Foundation, and shall be white in color. The outside diameter shall be identical to steel pipe. PVC pipe pressure class shall be equal to or greater than twice the maximum calculated pressure of the force main.
 - b. PVC Pressure Pipe shall be designed and tested in accordance with ASTM D1598, D1599, and D2152.
 - c. Fittings for PVC pressure pipe shall be ductile-iron, and shall conform to AWWA C153, unless otherwise specified. Fitting joints shall be mechanical joints. Bolts and nuts for mechanical joints, or flanged ends will be of a high strength corrosion resistant low-alloy steel and shall conform to AWWA C111. Flange bolts and nuts for above ground installation shall conform to Appendix A of AWWA C115. Flange bolts and nuts for below ground installation shall be 316 stainless steel. All fittings

shall be epoxy coated and lined unless stainless steel is used. Polyethylene wrap or encasement of metal fittings shall conform to AWWA C105. Joint tape shall be self sticking PVC or 10-mil-thick polyethylene.

- d. Joints: PVC water pipe shall be furnished with an elastomeric gasket at each joint and an integral thickened bell as part of each joint. Pipe and fittings must be assembled with a non-toxic lubricant. Provisions must be made at each joint for expansion and contraction. Refer to ASTM F477, D3139 and D3212. Where joints are to be restrained, use mega-lug type fitting.

4. Air-Vacuum Release Valve

- a. Air Vacuum Release Valves shall be manufactured and tested in accordance with American Water Works Association (AWWA) Standard C512. Manufacturer shall have a quality management system that is certified to ISO 9001:2000 by an accredited, certifying body. The valve body, cover, and baffle shall be constructed of ASTM A126 Class B cast iron. The float, guide shafts, and bushings shall be constructed of Type 316 stainless steel. Non-metallic guides and bushings are not acceptable. Resilient seats shall be Buna-N.
- b. Valve sizes 3 in.(75 mm) and smaller shall have full size NPT inlets and outlets equal to the nominal valve size with a 2 in. (50 mm) inlet on 1 in. (25 mm) valve. The body inlet connection shall be hexagonal for a wrench connection. The valve body shall have 2 in. NPT cleanout and 1in. NPT drain connections on the side of the casting.
- c. Valve sizes 4 in. (100 mm) and larger shall have bolted flange inlets with NPT outlets. Flanges shall be in accordance with ANSI B16.1 for Class 125 iron flanges.
- d. The valve shall have three additional NPT connections for the addition of backwash accessories.

5. Air-Vacuum Release Valve Vault

- a. Air Vacuum Release Vault shall be precast or cast in place. Concrete shall meet the requirements as specified in Section 03050. The vault shall be placed on Foundation Material as specified herein or as per the detail.
- b. Vault frames and covers shall be Neenah R 1578 or approved equal. Cover and frame seat shall be machine finished to prevent any rocking of cover in its associated frame. Cover shall have the word "SEWER" clearly cast on its surface. Manhole cover shall be a minimum of 6 inches in height, have a minimum inside clearance of 36 inches in diameter and shall be considered heavy duty with 1.5 inch thick cover.

6. Eccentric Plug Valve

- a. Eccentric plug valves and actuators shall meet or exceed the latest revisions of AWWA C517 and other applicable standards. Flanged ends shall be per ANSI B16.1 and mechanical joint ends per AWWA C111. Eccentric plug valves and actuators shall be model PEF as manufactured by DeZURIK, Inc. or pre-approved equal.

- b. Plugs shall be solid one piece, cast of ASTM A536 ductile iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the shaft. Plug shall not contact the seat prior to 90% closed. Plug facing shall be Chloroprene (CR), or other resilient facing suitable for wastewater, mixed liquor or sludge service.
- c. Bodies shall be of ASTM A126 Class B cast iron. Port area shall be 100% of standard class pipe area. Bearings shall be sleeve type and made of sintered, oil-impregnated permanently lubricated type 316 stainless steel per ASTM A743 Grade CF8M.
- d. Seats shall be 1/8" thick welded overlay of not less than 95% pure nickel. Seat shall be at least 1/2" wide and raised. The raised surface shall be completely covered with nickel to insure that the resilient plug face contacts only the nickel seat.
- e. Adjustable Packing shall be of the multiple V-ring type, with a packing gland follower. Shaft seals shall permit inspection, adjustment or complete replacement of packing without disturbing any part of the valve or actuator assembly except the packing gland follower.
- f. Grit Excluders made of PTFE shall be provided to prevent the entry of grit and solids into the bearing areas.
- g. Valves shall provide drip-tight shutoff in either direction up to the valves operating pressure. Pressure ratings shall be bi-directional and 175 psi (1,207 kPa) on sizes 3"-12" (80-300mm) and 150 psi (1,034 kPa) for 14"-36" (350-900mm). Every valve shall be given a certified hydrostatic and seat test, with test reports being available upon request.
- h. Each valve shall be furnished with an actuator. Means of actuation shall be by hand lever, chain lever, worm gear operator, pneumatic cylinder, hydraulic cylinder, electric motor or air motor as indicated on the Plans. Operator accessories such as hand wheels, chain wheels and chains, 2" operating nuts, extension stems, floor stands, and bonnet extensions shall be provided as indicated on the Plans.
- i. Worm gear actuators shall be provided on all valves six inches and larger and on all buried valves. Actuators shall be enclosed in cast iron housing, with outboard seals to protect the bearings and other internal components. The actuator shaft and gear quadrant shall be supported on permanently lubricated bronze bearings.
- j. Buried actuators shall be 90% grease filled. Input shaft and fasteners shall be stainless steel. Actuator mounting brackets shall be totally enclosed.
- k. All plug valves shall be thoroughly cleaned of all dirt, dust oil, grease and other foreign matter. This work shall be done with care to avoid damage to inside coating.
- l. All plug valves shall be tested for pressure and leakage in accordance with AWWA C600.
- m. An epoxy coating shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.

- n. All valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the operating pressure cast onto the body of the valve.

7. Valve Boxes

- a. Cast iron valve boxes shall be installed for all valves installed underground. Casting shall be manufactured of clean, even grain grey cast iron conforming to ASTM A48, Class 20B, Gray Iron Castings; and shall be smooth, true to pattern, free from blowholes, sand holes, projections and other harmful defects.
- b. The valve box shall be coated with a single thin coat of coal tar pitch varnish before machining so that machined seating surfaces will be free of any coating.
- c. Valve boxes shall have a minimum 5¼ inch shaft, a weight of at least 60 pounds and a wall thickness of at least ¼". Valve boxes shall be of a two-piece design including bottom section and top section with lid and shall be adjustable to fit the depth of earth cover over the valve. Three-piece valve boxes will be allowed for excessively deep valves.
- d. Valve boxes shall be accurately centered over valve operating nuts and backfill shall be thoroughly tamped around them. They shall be set vertically plumb and properly adjusted so that the tops of boxes will be at grade in any paving, walk, road or ground surface.
- e. Valve boxes shall be designed so as to prevent the transmission of surface loads directly to the valve or piping. Valve boxes inside paving, walks, or road surfaces shall not be set on the valves but shall be supported on crushed stone fill.
- f. The seating surface of both the lid cover and the top section of the valve box shall be cast so the cover will not rock after it has been seated and will fit tightly with little or no play in the fit. Valve boxes shall have the word "SEWER" cast into the covers.
- g. Wherever valve boxes fall outside of the roadway, the top of the box shall be set in a concrete slab 18"x18"x6" thick (or 18" diameter x 6" thick) with the top of the slab and box flush with the top of the ground. This provision shall apply to all new and all existing valve boxes which fall within the limits of the contract, unless otherwise stated on the plans or ordered by the Engineer.
- h. Valve boxes shall have extension stems, where necessary, when operating nut is raised to be within 4 feet of the existing grade. Extensions must be securely attached to the operating nut so the shaft will not pull off of the operator.

J. Granular Materials

- 1. Granular materials furnished for foundation, bedding, encasement, or other purposes as may be specified, shall consist of any material or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone or slag, that shall be so graded as to meet the gradation requirements specified herein for each particular use.

2. Granular Material Gradation Classifications

- a. Granular materials furnished for use in Foundation, Bedding, or Encasement installations shall be:

SIEVE SIZE	MATERIAL USE DESIGNATION	
	Percent Passing	
	FOUNDATION	BEDDING & ENCASEMENT
1 INCH (25MM)	100	100
3/4 INCH (20MM)	85-100	90-100
3/8 INCH (9.5MM)	30-60	20-55
NO. 4 (4.75MM)	0-10	0-10
NO. 8 (0.075MM)	0-5	
NO. 200 (0.075 MM)		0-15

- b. Other gradations may be used if written approval is obtained from the City Engineer.
- c. Other approved material for bedding and encasement shall consist of sand, sandy gravel, or fine gravel having a maximum size of three-quarter inch (3/4") (20mm), uniformly graded and a maximum plasticity of 6 as determined by AASHO T-89 and T-90.
- d. Certified copies of all sieve analysis and plasticity analysis for the above materials shall be submitted to the City Engineer and approved before construction starts. Other sieve or plasticity analysis may be required during construction as directed by the City Engineer.

3. Granular Material Use Designations

- a. Granular materials provided for Foundation, Bedding, or Encasement use as required by the Contract, either as part of the pipe item work unit or as a separate Contract Item, shall be classified as to use in accordance with the following:

Material Use Designation	Zone Designation
Granular Foundation	Placed below and to the midpoint of the pipe as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed from four inches (4") (100mm) below the pipe to the pipe midpoint to facilitate proper shaping and achieve uniform pipe support. When foundation material is required, the granular bedding shall be of foundation material gradation.

Granular Encasement Placed below an elevation one foot (1') (300mm) above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids or thorough consolidation of backfill

K. Select Backfill

1. Job excavated and imported select backfill material shall be free from debris, organic material, and stones larger than three inches (3") (75mm) in diameter. Contractor shall be responsible, at his expense, for separating debris, organic material and stones larger than three inches (3") (75mm) in diameter.
2. Select material that the Engineer directs to be used shall be the same gradation as bedding and encasement material.
3. No asphalt chunks or concrete may be used as select backfill.

L. Ground Water Barriers

1. Low permeability ground water barriers shall be used where directed. Barrier material shall meet soil classification GC, SC, or CL per the Unified Soil Classification System and shall have a liquid limit less than 50.
2. The barrier material shall be compacted to 95 percent of maximum density.
3. Job excavated material meeting one of the above soil classifications and free from stones, organic matter, and debris may be used.

M. Steel Casing Pipe

1. Casing pipe will conform to ASTM A 139. Minimum yield strength will be 35000 psi. Wall thickness will meet the requirement of the latest revision of the American Railway Engineering Association manual of Recommended Practices unless otherwise specified. Wall thickness will be:

Nominal Thickness (inches)	Nominal Diameter (inches)
0.188	Less than 14
0.219	14 and 16
0.250	18 inches
0.281	20
0.312	22
0.244	24
0.375	26
0.406	28 and 30
0.438	32
0.469	34 and 36
0.500	38, 40, and 42

2. When casing is installed without a protective coating and is not cathodically protected, the wall thickness shown above will be increased to the nearest standard size that is the minimum of 0.063 inches greater than the thickness shown. This requirement does not apply to casing diameters less than 12 ¾ inches.

PART 3 Execution

3.01 Excavation and Preparation of Trench

- A. When cutting into existing roads, streets, alleys, or other public rights-of-way, the Contractor, shall obtain the proper licenses, cut permits, etc. from the appropriate authority when applicable.
- B. When trench excavation requires the removal of curb and gutter, concrete sidewalks, or asphaltic or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spadebitted air hammer, concrete saw, or similar approved equipment to obtain a straight, square, clean break. Cuts shall be located at standard joint locations when possible.
- C. When crossing existing or prospective cultivated areas, gravel streets or other developed surfaces the Contractor shall strip the cover material to full depth of the existing surfacing. This surfacing shall be stockpiled and placed back over the trench after backfilling to the extent that it is acceptable and usable for that purpose. New material shall be provided as necessary. Topsoil shall be removed to full depth of the topsoil, or to a maximum depth of twelve inches (12") (300mm), whichever is less.
- D. The disturbed area from construction shall be confined within the construction limits.
 1. The trench shall be dug only as far in advance of the pipeline as work can be reasonably completed that day. The sides of the trench shall be sloped and/or braced in accordance with the current OSHA Rules and Regulations and the trench drained so that workers can work safely and efficiently. All work must be done in a dry trench and no water will be permitted to discharge down the pipe previously laid. A sewer plug shall be installed at the connection to existing sewer system. Discharge of pumps shall be to approved natural drainage channels or storm sewers.
- E. Pipe crossings under sidewalks or curbs may be made by tunneling only if approved by the Engineer. If the Contractor elects to remove a portion of the sidewalk or curb, he must use a concrete saw for making neat joints corresponding to existing joints, compact the backfill as specified, and pour a new concrete sidewalk or curb section in accordance with the applicable sections of these specifications.
- F. During excavation, materials suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials shall be stored and retained at least two feet (2') (600mm) or more from the edge of the trench in accordance with Tennessee Occupational Health and Safety Rules and Regulations for Construction. Excavated material must not be piled over nearby existing parallel trench lines unless adequate precautions are taken by the Contractor to prevent sidewall failure. Ready access to existing fire alarm boxes, fire hydrants, valves, manholes, and other appurtenances must be maintained.

1. When making excavations, the various materials excavated shall be piled separately. All concrete and bituminous materials, any soils, which cannot be properly compacted, and all other deleterious materials shall be immediately removed from the construction site and properly disposed of in accordance with applicable laws.
- G. Surface drainage of adjoining areas shall be unobstructed. Grading shall be done as may be necessary to prevent surface water from flowing into excavations, and any other water accumulating therein shall be promptly removed. Under no circumstances shall water be permitted to rise in open trenches until after the pipe has been placed, tested, and covered with backfill. Any pipe having its alignment or grade changed as a result of a flooded trench shall be reinstalled. Gutters shall be kept clear or other satisfactory provisions made for street drainage at all times.
- H. The bottom of the trenches shall be accurately graded to the line and grade shown on the drawings. Bedding material shall be added four inches (4") (100mm) minimum to provide uniform bearing and support for each section of pipe at every point along its barrel length with bell holes dug for bells. Care must be taken to avoid over excavation. Unauthorized over-depths shall be backfilled with approved bedding material at the Contractor's expense. All bedding material added shall be moistened and compacted to a minimum of 95% density as determined by ASTM D698. The finished trench bedding beneath the pipe shall be prepared accurately by means of hand tools.
1. The bottom of all excavations shall be neat and clean, and graded accurately to the line and grade shown on the drawings. Suitable methods shall be used to produce an excavated surface without disturbance to the underlying material by compacting soil material to at least 95% Standard Proctor, ASTM D698.
 2. If in its natural state the material at the bottom of the trench is soft and, in the opinion of the Engineer, cannot support the pipe, a further depth and/or width shall be excavated as directed by the Engineer and refilled with foundation material to the midpoint of the pipe. Other approved methods may be used to assure a firm foundation.
 3. Foundation material used to dewater the trench or to replace a wet material shall be considered incidental to construction.
- I. Ledge rock, boulders, and large stones shall be removed to provide a clearance of at least six inches (6") (150mm) below the outside barrel of pipe and allow a clear width of six inches (6") (150mm) on each side of the pipe. The space between the bottom of the trench in bedrock or rocky areas and the bottom of the pipe shall be backfilled with suitable granular material in three-inch (3") (75mm) uncompacted layers and thoroughly tamped before pipe is installed.
- J. All excavated material shall be piled within the construction limits or in a location obtained by the Contractor and accepted by the Engineer in a manner that will not endanger the work and that will avoid obstructing sidewalks, driveways, and fire hydrants.
- K. The width of the trench shall be such to provide adequate working room for workers to install the pipe in the specified manner. The trench in the pipe zone and to one foot (1') (300mm) above the pipe zone shall be adequate in width to allow for proper compaction but shall in no case be

wider than the pipe diameter plus three feet (3') (900mm).

- L. Where the trench is not located near existing utilities, buildings or other structures, and where water and other conditions permit, the Contractor may omit sheeting and bracing of the excavation. In this event, sides of the trench if in unstable or soft material or five feet (5') (1.5m) or more in depth, shall be sloped to protect the workers working within them in accordance with current Occupational Safety and Health Rules and Regulations for Construction.
- M. The Contractor shall provide safety boxes or sheeting and bracing necessary to confine his work within the construction limits, to provide safe working conditions, to prevent damage and delay to the work, and to prevent the disturbing or settlement of adjacent road surfaces, foundations, structures, utility lines or railroad tracks. The Contractor shall be responsible for the strength and sufficiency of all sheeting and bracing.
- N. Any damage to the work under this contract or to adjacent structures or property caused by settlement, water or earth pressures, slides, cave-ins, or other reasons due to failure or lack of sheeting and bracing, or improper bracing, or through negligence or fault of the Contractor in any manner, shall be repaired by the Contractor without delay and at his expense. Bracing shall be so arranged as to provide ample working space, so as not to interfere with the work, and so as not to place any strain on the structures being constructed, until such structures are of sufficient strength to withstand such strain. No sheeting and bracing shall be removed until the construction has proceeded far enough to provide ample strength for its safe removal.
 - 1. Sheeting or bracing may be left in place in the trench at the discretion of the Engineer. Any sheeting or bracing left in place shall be cut off approximately three feet (3') (900mm) above the top of the pipe or two feet (2') (600m) below finish grade, whichever is lower, and the cut-off portion removed. All sheeting or bracing left in place shall be accurately located and shown on the "Record Drawing" (See Division 600 Section 601.12 of these specifications.)
- O. The Contractor shall be responsible for enforcing safety and maintaining safe working conditions in all trenching, and shoring operations to conform to OSHA regulations.
- P. The Contractor, if required by site conditions, shall provide a dewatering operation. The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface water and groundwater entering the excavations, trenches, or other parts of the work.
 - 1. All trench excavations which extend down to or below groundwater shall be dewatered by lowering and keeping the groundwater level beneath such excavations twelve inches (12")(300mm) or more below the bottom of the excavation.
 - 2. Surface water shall be diverted or otherwise prevented from entering excavated areas or trenches to the greatest extent practicable without causing damage to adjacent property.
 - 3. The Contractor shall be responsible for the conditions of any pipe or conduit which he may use for drainage purposes, and all such pipes or conduits shall be left clean and free of sediment.
 - 4. In areas where dewatering is required, the Contractor will comply with the following requirements:

- a. All discharges from dewatering systems, including well points, dewatering wells, pumps in the bottoms of the trenches, etc. will require a permit from the Tennessee Department of Environment and Conservation (TDEC). Before starting any construction, the Contractor shall submit an application to discharge to the TDEC along with a proposed dewatering plan for review. The application shall be submitted on “National Pollutant Discharge Elimination System, Application to Discharge from a Construction Project, Short Form E”. If the dewatering plan is revised during construction, the Contractor shall immediately send a revised plan to the DEQ.
- b. One copy of the initial application, dewatering plan, and of the permit authorizing the discharge must be provided to the City Engineer with the application for an excavation permit. Copies of any revisions to the dewatering plan shall be immediately provided to the City Engineer.

Q. Trenching and tunneling standards near trees.

1. Trenches should be routed outside the tree protection zone or critical root zone (CRZ). For trees less than 6” diameter at breast height (DBH), defined as 4.5’ about average ground level, that are to be retained, no trenching should occur within the dripline or tree protection/critical root zone as defined by the City of Lakeland Tree Management Ordinance. For trees 6” DBH and less than 20” DBH no trenching should occur within an area equal to 1’ radius for every inch of DBH or within the tree protection/critical root zone as defined by the City of Lakeland Tree Management Ordinance. For trees 20” DBH and greater, no trenching should occur within an area equal to 1.5’ of radius for every inch of DBH or within the tree protection/critical root zone as defined by the City of Lakeland Tree Management Ordinance.
2. Soil removed from the trenches should be placed on the side away from the trees and replaced as soon as possible. The width of the trench should be minimized. The use of trench walls should be considered rather than sloping sides when working around trees.
3. If placement of utilities or other infrastructure is unavoidable within the tree protection zone or critical root zone then specific measures should be applied to minimize root damage. Tunneling is recommended as soon as roots 1 inch diameter and greater are encountered. Minimum tunnel depth should be 24 inches. Launch and recovery pits should be located outside of tree protection zones and critical root zones. If tunneling is impossible due to specific soil restrictions, the trenching should be done by hand within the tree protection zone or critical root zone. If this required trenching will sever more than 25% of the tree protection/critical root zone then the trench should be re-directed at the center of the tree with the final section dug under the base of the tree. Trenches should be backfilled with native soil or a prepared soil mixture when inside of a tree protection zone or critical root zone. Gravel, slurry, stone, and concrete are not appropriate fill material within a tree protection zone.
4. Changes to the approved construction plans or methods for trenching and tunneling must be submitted to and receive approval by the City’s Representative before proceeding.

P. Procedures For Boring And Jacking

1. Casing pipe larger than 36 inches shall be bored or tunneled. Casing pipe smaller than 36 inches may be jacked or bored.
2. Boring:
 - a. Extend casing through entire distance bored.
 - b. Check grade and alignment after each casing section is installed.
 - c. Coordinate operations to provide continuous support to surrounding earth materials.
 - d. If the annular space between the casing pipe and the earthen bore exceeds 4 inches, the contractor shall fill the space with dry blown sand. Dry sand shall be blown in from both sides of the casing pipe.
3. Jacking:
 - a. Progressively push carrier pipe through completed casing. A minimum clearance of at least 2 inches between the inner wall of the casing pipe and the maximum outside diameter of the cased pipe and joints shall be provided.
 - b. Strap 2 wooden saddle blocks or plastic fins to each pipe length to provide support at regular intervals.
 - b. Center carrier pipe in casing at all times.
 - c. Fill annular space between casing and carrier pipe with dry blown in sand.
 - d. Seal each end of the casing after the sand has been deposited.
 - e. A minimum of 1 foot of grout shall be placed in the void between the inner wall of the casing pipe and the cased pipe at the ends of the casing pipe after placement of sand.
4. Field Tolerances for Boring and Jacking Casing Pipe
 - a. Boring
 - i. Maximum departure from established grade = 6 inches / 100 feet.
 - ii. Maximum departure from established line = 2 inches / 100 feet.
 - iii. Maximum departure from established line and grade = 6 inches / 100 feet.
 - b. Tunneling
 - i. Maximum departure from established grade = 2 inches / 100 feet.
 - ii. Maximum departure from established line = 2 inches / 100 feet.
 - iii. Maximum departure from established line and grade = 3 inches / 100 feet.

3.02 Laying of Pipe

Contractor shall provide all plant, equipment, labor, and material necessary for the safe and convenient prosecution of the work. Pipe manufacturer's installation instructions shall be followed and supplemented by these specifications.

- A. The sewer pipe shall be carefully lowered into trench piece by piece by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to the protective coatings and linings. The use of chains is not allowed. Under no circumstances shall sewer main materials be dumped into the trench. Any damage to pipe coatings shall be repaired with the same materials used for the original coating before laying the pipe.
- B. Before lowering and while suspended, the pipe and fittings shall be inspected for defects and to detect any cracks. Any defective, damaged, or unsound material shall be rejected.

- C. All foreign matter or dirt shall be removed from the inside of the pipe before it is lowered into its position in the trench, and it shall be kept clean by approved means during and after laying. All openings along the line of the sewer shall be securely closed as directed and, in the suspension of work at any time, suitable watertight stoppers shall be placed to prevent earth, water or other substances from entering the main.
- D. Sewer piping shall be laid to the lines and grades indicated in the Contract Documents. Methods of maintaining alignment and grade, such as use of laser beam equipment or surveying instruments, shall be used.
- E. Fine grading of the trench bedding beneath the pipe shall proceed ahead of the pipe laying. Unauthorized over-excavation shall be backfilled with bedding material at the Contractor's expense. All bedding material added shall be moistened and compacted to 95% of maximum density (Standard Proctor).
- F. Bell holes shall be dug for the pipe bells or couplings and the materials placed along the preceding pipe laid. The pipe shall be supported for the bottom 60 degrees and throughout its length (except for the minimum distance necessary at the bell holes). Bell holes shall be adequate to make the joint, but no larger than necessary, so that maximum support on the prepared bedding beneath the pipe will be provided. The remainder of the pipe shall be surrounded to at least its midpoint by granular bedding material shovel-placed and hand-held machine tamped in maximum six-inch (6") (150mm) layers to completely fill all spaces under and adjacent to the pipe.
- G. No pipe shall be laid in water, on frozen ground, or when the trench conditions are unsuitable for such work.
- H. Pipe laying should proceed upgrade with the spigot ends pointed in the direction of the flow. The Contractor shall make all connections of pipe to the manholes that have previously been constructed.
- I. When connecting to existing sewers, the Contractor shall take every precaution necessary to prevent dirt or debris from entering the existing lines. The Contractor shall use an approved water-tight plug to securely plug the new sewer at the connection to the existing sewer immediately after the connection has been made. The plug shall be braced as necessary and tied to the manhole by a rope or chain. This plug shall remain until the new sewer mains have been accepted by the City or until otherwise directed by the City.

3.03 Installation of Manholes

- A. Excavation shall be to a depth and size to provide for construction of the manhole. Concrete bases shall be poured on undisturbed ground. Precast concrete bases shall be carefully lowered onto one of the following:
 - 1. Six-inches (6") (150mm) minimum layer of well compacted granular material accurately laid to a smooth level surface using a straight edge and hand level.
 - 2. Three inches (3") (75mm) of concrete poured on undisturbed soil.

- B. Walls shall be of precast concrete as shown in the standard drawings and shall be constructed to form a complete watertight structure.
- C. The Contractor shall provide a minimum of two inches (2") (50mm) and a maximum of twelve inches (12") (300mm) in two-inch (2") (50mm) layers of precast reinforced concrete adjusting rings between the cast iron frame and the manhole top section. Each ring shall be set on a full bed of mortar and shall be made watertight. Wood will not be allowed as spacers. Adjusting rings shall conform to the size and shape of the casting frame. Frames and covers shall be set to the designated elevation in a full mortar bed.
 - 1. The minimum two-inch (2") (50mm) concrete ring for grade is not needed if grade can be met with a six-inch (6") (150mm) flange on top of the cone section of the manhole.
 - 2. If the number of adjusting rings exceeds the maximum twelve inches (12") (300mm), the manhole shall be reexcavated and a manhole barrel section installed.
- D. Manholes shall be set as shown on the detail drawings. All lifting holes must be grouted in after placement.
- E. Riser rings, if approved by the engineer, shall be a minimum of two inches (2") (50mm) or greater in height. No aluminum risers shall be used. In gravel or unpaved roads, the manhole ring shall be kept one to two inches (1"-2") (25mm-50mm) below the road surface.
- F. In asphalt paving areas, where patching material is required around the manhole covers, asphaltic material shall be required in the top two inches (2") (50mm) of the street.
- G. The invert of all manholes shall be smoothly shaped so as to allow a free, uninterrupted flow of sanitary sewage. The invert forming system shall be "A-Lok Tru Contour", or approved equal.
 - 1. Floor troughs shall be furnished for all sewers entering manholes. Inverts shall be U-shaped to the 1.0 diameter point before sloping at a 1 to 12 slope to the manhole walls.
 - 2. Unless approved by the Engineer, the sanitary sewer pipe should be laid continuously through the manholes and cut out when the manhole invert is finished. Manhole couplings or other acceptable water stops (i.e. PVC pipe gasket stretched over outside of pipe, Ram-Nek, etc.) must be used when connecting PVC pipe to manholes. After the installation of the pipelines into the manhole, the interior annular space around the outside of the pipe shall be sealed with grout.
- H. Fittings for drop manholes shall consist of a wye and a ninety-degree bend. (see Detail Drawings unless otherwise shown in the Contract Documents or approved by the Engineer). Clean out pipe on drop manholes will penetrate the inside of the manhole twelve inches (12") (300mm) to fourteen inches (14") (350mm) with the top half of the pipe cut out. The entire drop inlet piping arrangement shall be encased in mass concrete having a twenty-eight (28) day compressive strength of at least four thousand pounds per square inch (4,000psi) (27,600 kPa).

3.04 Installation of Air Release Valve Vault

- A. The vault for the air release valve of a force main shall be installed in accordance with

3.05 Backfilling and Grading

- A. All excavation in trenches shall be backfilled to the original ground surface or to such grades as specified or as shown on the drawings. The backfill shall begin as soon as practical after the pipe has been placed and shall thereafter be carried on as rapidly as the protection of the balance of the work shall permit.
 - 1. No pipe shall be covered before the Project Representative or the Engineer has observed and approved the pipe. If any piping or appurtenance is covered without the approval of the Engineer or Resident Project Representative, at the discretion of the Engineer, the Contractor shall be required to re-excavate to expose the covered materials. The cost of exposing those materials and then backfilling and recompacting will be at the Contractor's expense regardless of the condition of the pipe and/or the materials under question.
 - 2. The Contractor shall completely backfill all excavations before stopping work at the end of each day. Open excavations (fenced or unfenced) will not be allowed overnight, on weekends, or after work at any site after work has stopped for the day, unless approved by the City.
- B. Complete cleanup shall proceed directly behind the backfilling operation to accommodate the return to normal conditions. Should the Contractor, in the City's opinion, fail to pursue diligently the backfilling and cleanup, the amount of work on which complete cleanup has not been accomplished shall be limited to one thousand lineal feet (1,000') (300m) for the entire job. The Contractor shall have sufficient equipment on the job to assure timely backfill and cleanup at all times.
- C. Backfilling and compacting shall be done to meet minimum densities as required. Depositing of the backfill shall be done so the impact of falling material will not injure the pipe or structures. Grading over and around all parts of the work shall be done as directed by the Engineer.
 - 1. Where excavations occur in unpaved surfaces, such as alleys but not previously turfed areas, the area shall be restored by placing a minimum of two inches (2") (50mm) of stabilized gravel on the surface of the excavation. Stabilized gravel shall be equal to material meeting coarse aggregate for minimum three-fourths inch (3/4") (20mm) as specified in other Divisions and Sections related to Street Construction.
- D. Class C granular bedding shall be deposited in the trench simultaneously on both sides of the pipe for the full width of the trench to a height at least to the mid-point of the pipe. The bedding material shall be shovel placed and hand-held machine tamped in maximum six-inch (6") (150mm) layers to completely fill all spaces under and adjacent to the haunches of the pipe. Encasement material will then be placed around and over the pipe to a height of at least twelve inches (12") (300mm) above the top of the pipe, but need not be hand-placed. Granular encasement material, as specified, must be used for all pipe.
- E. Succeeding layers of backfill above the twelve-inch (12") (300mm) level may contain coarse materials not exceeding three-inches (3") (75mm) in the largest dimension, but shall be free from large pieces of rock, frozen material, concrete, roots, stumps, tin cans, rubbish, and other similar articles whose presence in the backfill would, in the opinion of the Engineer, cause settlement of the trench or damage to the pipe. If suitable trench excavation is not available, Contractor shall

import pit run material for trench backfill. Pit Run material shall meet the approval of the Engineer. Whenever select material, encountered in the upper two feet of the finished grade of paved or graveled streets or roadways, is removed by the trench excavation, the Contractor shall replace said material (or material of equal quality) as backfill. Where select material does not exist in place as described above, the Contractor shall provide and place sufficient select backfill to stabilize the finished grade as directed by the Engineer.

- F. Backfilling shall be done in lifts of uniform layers which will produce the required compaction. Each lift shall be completely compacted over the full width of the excavated area. Compacting shall continue until the specified relative compaction has been attained or until no more settlement occurs. Water jetting of backfill shall not be permitted.
- G. Groundwater barriers may be directed by the City Engineer to be placed at maximum three hundred feet (300') (90m) intervals. These shall be provided to interrupt the passage of water through the foundation, bedding, encasement, and select backfill material. The barriers shall be compacted to 95% of maximum density (Standard Proctor) the full depth of the granular material, the full trench width and a minimum of three-feet (3') (900mm) long.
- H. Special attention shall be given to the compaction operation performed around all manholes, valve boxes, curb boxes, other structures, and utilities by the use of pneumatic tampers, plate tampers, or plate vibrators to obtain the required compaction requirement.
 - 1. Structure backfilling shall cover manholes, valve boxes, curb boxes, and any other structure encountered during the course of the work. Fill around structures shall consist of trench backfill meeting the requirements of bedding and encasement material or select backfill material. Fill material shall be spread and compacted to provide continuous and uniform support around the structure.
 - 2. Do not place fill when the surface to be filled is snow covered or frozen. Do not place frozen fill.
 - 3. Fill around concrete structures shall commence only after concrete has attained 80% of the ultimate compressive strength specified. Remove all form materials, concrete spills, and trash from around the structures before placing fill. Where backfilling on both sides or around the perimeter of a structure is required, place the backfill and compact simultaneously at the same elevation on opposite sides or around the perimeter in lifts.
 - 4. Place fill material in eight-inch (8") maximum lifts and compact to at least 95% density for cohesive soils and 70% relative density for non-cohesive soils. The moisture content shall be plus or minus 2% of optimum.
- I. Sewer service trenches shall be compacted in the same manner as the sewer main trenches. In streets open to traffic, service trenches must not be left open overnight. In areas where curb and gutter exist, sufficient curbing shall be removed to allow this compaction over the entire disturbed area.
- J. All deficiencies in the quantity of material for backfilling the trenches or for filling depressions caused by settlement shall be supplied by the Contractor. Any excess material shall be hauled away and disposed of in a legal manner at no additional compensation.
- K. No waste material or debris shall be deposited on any public or private property without the written permission of the Engineer. Waste material and debris shall include, but not be limited to

trees, stumps, pieces of pipe, pieces of concrete, pieces of asphaltic concrete, tin cans, or other waste material from the construction operations. Disposal of this material shall be the responsibility of the Contractor.

- L. The in-place density of the compacted soil shall be determined by the Engineer using either ASTM standard test method D1556-82 (sandcone), AASHTO T 238-97, or ASTM standard test method D2722-81 (nuclear). The maximum density of the soil shall be determined by ASTM standard test method D698 (standard proctor). The in-place density must not be less than the following percentages of the maximum density in paved areas, areas to be paved, and graveled areas:
 - 1. 95% compaction from twenty-four inches (24") (600mm) above top of pipe to the finished surface, except that in no case shall this 95% compaction zone be less than forty-eight inches (48") (1.2m) deep..
 - 2. The compaction required outside paved areas, outside areas to be paved or outside graveled areas shall be 90%.
 - 3. The compacted backfill shall have a moisture content of $\pm 2\%$ of optimum moisture.
- M. The Engineer shall determine the frequency and number of tests to be conducted to measure the gradation, density, and moisture of the backfill. Minimum testing frequency is as follows:
 - 1. Gradation Tests
 - a. Foundation Material. One initial gradation test for each type of material plus one additional test for each 1,000 cubic yards (1,000 yd³) (750 m³) or portion thereof placed of each material.
 - b. Bedding and Encasement Material. One initial gradation test for each type of material plus one additional test for each 10,000 cubic yards (10,000 yd³) (7,500 m³) or portion thereof placed of each material.
 - c. Select Backfill Material. One initial gradation test for each type of material plus one additional test for each 10,000 cubic yards (10,000 yd³) (7,500 m³) or portion thereof placed of each material.
 - d. All gradation tests shall be the responsibility of the Contractor using a certified approved soils testing laboratory acceptable to the Owner and Engineer. The Contractor shall be responsible for all costs associated with gradation testing.
 - 2. Density and Moisture Test
 - a. Pipe Encasement Material. One test for each one thousand cubic yards (1,000 yds³) (750 m³) or portion thereof placed of each material.
 - b. Foundation Material. One test for each one thousand cubic yards (1,000 yds³) (750 m³) or portion thereof placed of each material.
 - c. Bedding and Encasement Material. One test for each one thousand cubic yards (1,000 yds³) (750 m³) or portion thereof placed of each material.

- d. Select Backfill Material. One test for each one thousand cubic yards (1,000 yds³) (750 m³) or portion thereof placed of each material.
 - e. Job Excavated Select Backfill Material. Tests shall be taken as arranged by the Engineer.
 - f. Unless otherwise indicated in the Contract Documents, density and moisture tests shall be the responsibility of the Engineer. The Contractor shall cooperate with the Engineer or the soils testing agency in taking density and moisture tests.
- N. When the trench excavation for the sewer main and appurtenances is within the rights-of-way of state or county highways, the backfilling of the trench, compaction of materials, subgrade preparation and surfacing shall be done in strict accordance with the requirements and specifications of the authority having jurisdiction or as required by these specifications, whichever is more stringent.
- O. In all cases, the Contractor shall blade and compact the roadway after the trench has been backfilled, so that it shall be passable to traffic at all times. The Contractor shall maintain the roadway in a condition acceptable to the City at all times until final acceptance of the entire work by the City.
- P. The Contractor shall also blade and maintain all detours and bypasses. All maintenance work shall be done at no additional compensation. In addition to the blading and maintenance requirements specified, the Contractor shall provide at least one tank truck with pressurized spray bars for spraying water on the streets to control the dust. Dust control shall be required as necessary on all streets after compaction and grading and on all detours and bypasses.
- Q. The Contractor is responsible for the complete maintenance of his work at all times. If he fails to provide proper maintenance, and safety or nuisance conditions arise, it is expressly understood that City crews may be directed by the City to provide essential maintenance, and that such work will be done at the expense of the Contractor.
- R. The Contractor shall remedy at his own expense any defects that appear in the backfill following completion and during the warranty period.

3.06 Service Connections

- A. It shall be the duty of the Contractor to keep an accurate record of service connections as to the location, elevation of the service at the property line, type of connection provided, and other pertinent data and to include this information on the record drawings. Locations shall be made in respect to the survey line stationing and house corners or lot corners. The Engineer, prior to any backfill, shall approve all service installations.
- B. The Contractor shall construct services for building connections and shall extend such services to the back of the utility easement. Service connections shall have a wye or tee installed at the main

line. The sewer lateral will be aligned at a 90 degree angle with the main line. Service connections shall not enter at an angle greater than 45 degrees from the horizontal. Contractor shall leak test all new service lines in conjunction with new sewer mains being leak tested.

- C. Sewer service riser pipes shall not be installed directly into the main line. The bottom section of the sewer service line (installed at an angle not greater than 45 degrees from the horizontal) shall be a minimum length of eighteen inches (18") (450 mm) between the main line and the riser pipe installed at a grade not greater than 1/2 – inch per foot. The trench bottom below the bottom sections and the riser of the sewer service line shall be compacted to support the sewer service riser pipe. Riser pipes shall be laid against the trench wall to help prevent drag down loading from soil settlement. An engineer will design all sewer service riser pipes where the depth of the main line is twelve feet (12') (3.6m) or greater.
- D. Sewer services shall be installed ten feet (10') (3m) from the lot centerline on the downhill side of the sewer main. Services may be installed at a greater distance from the centerline if required by the sewer elevation. Services shall be installed perpendicular to the sewer main between the main and the property line.
- E. Sewer service lines shall be kept as deep as required to serve the property and shall extend on a straight-line grade to the property line unless otherwise directed by the Engineer. Where possible, all sewer service connections shall end above the groundwater table.
 - 1. All sewer service connections shall be capped with stoppers which shall effectively prevent water from entering the sewer until the connection is placed in service. The cap shall be as recommended by the pipe manufacturer, sealed firmly in place, or by other methods accepted by the Engineer. The service connection end shall be clearly marked by a rebar extending from the pipe end to at least three feet (3') (1m) above the ground. The service line location shall also be marked in the concrete curbwalk by an arrow with the letter "S".
- F. In some areas, the sewer services may be laid at the minimum grade allowed by the plumbing code in effect due to a shallow sewer line or low abutting property. Services shall be at right angles to the main sewer unless otherwise directed by the Engineer.
- G. Where it is necessary to tap sewer services into existing mains, the City shall make the taps for the Contractor using saddle adapters. The Contractor shall be responsible for installing the service line from the installed tap to the property. The Contractor shall be responsible for obtaining a street cut permit, laying out and excavating the trench, protecting all mains and service pipes and backfilling the excavation in an approved manner. Contractor shall adhere to OSHA trenching and shoring rules and regulations.
- H. All abandoned or unused sewer service lines must be plugged at the property line and capped with a watertight stopper.

3.07 Leak Testing

- A. Upon completion of all utility construction and before any sewer service line is connected into, leak testing will be required of all sanitary sewer pipe lines. The Contractor has the option of performing either an air test or a water exfiltration test. Testing shall be performed after complete compaction and backfill and completion manholes, but may be performed before the

final surfacing.

1. Leak testing, using low-pressure air shall be performed with suitable equipment specifically designed for air testing sewers.
 - a. The air test shall be made when the sewer is clean. Sections of sewer pipe to be tested may be wetted before the air test. The pipeline shall be plugged at each manhole with pneumatic balls. Low-pressure air shall be introduced into the plugged line until the internal pressure reaches four-pounds per square inch (4.0 psig) (28 kPa) greater than the average back pressure of any groundwater pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the time started.
 - b. The portion of the sewer line being tested shall pass if it does not lose air at a rate to cause the pressure to drop one-half pound per square inch (0.5 psig) (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed below.

Pipe Diameter in. (mm)	Minimum Time (min:sec)	Specified Time for L (min:sec)							
		100' (30m)	150' (45m)	200' (60m)	250' (75m)	300' (90m)	350' (105m)	400' (120m)	450' (135m)
4 (100)	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6 (150)	2:50	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8 (200)	3:47	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10 (250)	4:43	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12 (300)	5:40	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15 (375)	7:05	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18 (450)	8:30	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21 (525)	9:55	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24 (600)	11:20	1:24	17:57	22:48	28:30	34:11	39:53	45:35	46:54
27 (675)	12:45	14:25	21:38	28:51	36:04	43:16	50:30	57:42	51:17
30 (750)	14:10	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33 (825)	15:35	21:33	32:19	43:06	53:52	64:38	75:25	86:11	96:58
36 (900)	17:00	25:39	38:39	51:17	64:06	76:56	89:45	102:34	115:24

- c. If the pipeline section fails this test, the testing equipment may be used to determine the location of the pipe leak.
 - d. All service plugs shall be secured in place to prevent displacement during testing operations.
2. In lieu of the standard sanitary sewer air test, the Contractor may perform leakage testing on sewers using water and measuring the exfiltration.
 - a. The test section shall be bulkheaded at both ends and the pipe subjected to a hydrostatic pressure produced by a head of water at a depth of three feet (3') (1m) above the top of the sewer at the upper manhole under this test. In areas where ground water exists, this head of water shall be three feet (3') (1m) above the existing water table.

- b. For purposes of the test, the line between adjoining manholes will be considered a section and will be tested as such
 - i The head of water shall be obtained by means of an open ended stand-pipe projecting from a test plug on the upper manhole. Placing water in the upper manhole is not permissible as a means of obtaining the necessary pressure head of water.
 - ii This head of water shall be maintained for a period of one (1) hour during which it is presumed that full absorption of the pipe body has taken place, and thereafter for a further period of one (1) hour for the actual test of leakage. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer, including service stubs, shall be listed below:

MAIN SEWER DIAMETER	MAXIMUM ALLOWABLE EXFILTRATION
inches(mm)	Gallons Per Hour Per 100 feet(l/hr/30m)
4 (100)	0.6 (2.2)
6 (150)	0.9 (3.4)
8 (200)	1.2 (4.5)
10 (250)	1.5 (5.5)
12 (300)	1.9 (7)
15 (375)	2.3 (9)
18 (450)	2.8 (10.5)
21 (525)	3.3 (12.5)
24 (600) & larger	38 (14)

- iii In case measurements indicate an exfiltration greater than the maximum allowable leakage, additional measurements shall be taken and continued until all leaks are located and the necessary repairs and corrective work have reduced the leakage in the section being tested below the maximum allowable by the specifications.
3. The Contractor shall furnish the plugs, standpipe, and other material and labor for placing the plugs and standpipe in the sewer.
 4. The introduction of any substance into the water used for testing with the intent of sealing such leaks as may be indicated will not be permitted.
 5. If results of either of these leakage tests are not satisfactory, repairs or pipe replacement will be required until the Engineer is satisfied that the leakage requirements are being met. All repair methods and materials used shall be approved by the Engineer.

B. Manholes will be tested for leakage separately from the pipe by one of the following methods:

1. Vacuum Testing

- a. All manholes shall be vacuum tested for leaks upon the completion of the backfill and compaction operation. The vacuum test method shall be in accordance with ASTM

C1244-05a, except as specified otherwise herein. The vacuum test shall be performed by the Contractor and witnessed by the Engineer or representative of the Engineering Department. Twenty-four hours (24hr) advance notice shall be provided before testing begins.

- b. The Contractor shall furnish all equipment and labor required, including necessary piping/hoses, pneumatic plugs, test vacuum equipment (vacuum pump and vacuum plate/head), vacuum gauge and second timer. The vacuum gauge shall have a maximum range of 0-30 inches of mercury (Hg) and the vacuum gauge figure intervals shall be in ½ inch increments.
- c. After cleaning the interior surface of the manhole, the Contractor shall place and inflate pneumatic plugs in all the connecting pipes with the exception of sewer services to isolate the manhole. Complete sewer services entering the manhole shall be part of manhole vacuum test.
- d. The vacuum plate/head shall be placed on the top of the manhole lid frame. The vacuum pump shall be connected to the outlet port with the valve open. When a vacuum of ten (10) inches of mercury has been attained, the outlet valve shall be closed and the test period is started. The minimum test period is determined from the following table:

DEPTH OF MANHOLE (ft)	DIAMETER OF MANHOLE (ft)	
	4	6
	TIME (sec)	
<14	60	60
16	60	67
18	60	73
20	60	81
22	60	89
24	60	97
26	64	105
28	69	113
30	74	121

- e. All pneumatic plugs shall be removed from the manhole after the test.
- f. Any manhole that fails the initial vacuum test must be repaired with a non-shrink grout material. The Contractor shall apply non-shrink grout on the interior of the manhole. Upon completion of the repairs, the manhole shall be retested as described in the above test procedures. The cost of the manhole repair and backfill is incidental to the cost of the project.
- g. Any manhole that fails the three vacuum tests must be removed and replaced with a new manhole. The new manhole shall be backfilled to grade and tested as described in the above test procedures. The cost of the new manhole and backfill is incidental to the cost of the project.
- h. The manhole shall have passed the vacuum test if the manhole vacuum does not drop below nine (9) inches of mercury during the minimum specified test period.

2. Manholes shall be filled with water to a depth of five feet (5') (1.5m) above the invert or five feet (5') (1.5m) above the groundwater table whichever is higher. If the groundwater level is more than five feet (5') (1.5m) above the invert, inflow to the manhole shall be measured. Allowable leakage into or out of or both shall be one gallon per hour (1g/h) (3.75l/h) per manhole measured over a minimum four (4) hours. At least 20% of all manholes shall be tested. Based on these tests, and visual inspection of all manholes, additional tests may be required for other manholes. Any manhole whose test is unsatisfactory shall be repaired and retested until satisfactory results are obtained.

3.08 PVC Deflection Test

- A. All PVC pipe shall be subject to a deflection test by use of cage type approved mandrel.
 1. In paved areas or areas to be paved, the Contractor has the option of:
 - a. Testing PVC sewer lines with a 4% deflection mandrel after completed backfill and compaction of trench but before paving, or
 - b. Testing PVC sewer lines with a 5% deflection mandrel after paving is complete.
 2. In non-paved areas Contractor has the option of:
 - a. Testing PVC sewer lines with a 4% deflection mandrel after complete backfill and compaction of trench but before placing and spreading topsoil, or
 - b. Testing PVC sewer lines with a 5% deflection mandrel after placing and spreading topsoil (but before seeding).
- B. All mandrels shall be precisely made to the diameters specified below (which include allowances for pipe manufacturer's outside diameter tolerance, excess wall thickness tolerance, and out-of-roundness tolerance).

NOMINAL PIPE DIAMETER	MANDREL MINIMUM OD FOR 4% DEFLECTION	MANDREL MINIMUM OD FOR 5% DEFLECTION
8''(200mm)	7.358'' (187mm)	7.282'' (185mm)
10'' (250mm)	9.180'' (233mm)	9.085'' (231mm)
12'' (300mm)	10.907'' (277mm)	10.793'' (274mm)
15'' (375mm)	13.342'' (339mm)	13.203'' (335mm)
18'' (450mm)	16.297'' (414mm)	16.127'' (410mm)
21'' (525mm)	19.204'' (488mm)	19.004'' (483mm)
24'' (600mm)	21.581'' (548mm)	21.356'' (542mm)
27'' (675mm)	24.314'' (618mm)	24.061'' (611mm)

* OD – Outside Diameter

3.09 Separation of Water Mains and Sewers.

- A. Minimum horizontal separation shall be ten feet (10') (3m) where the invert (bottom) of the water main is less than eighteen inches (18") (450mm) above the crown (top) of the sewer line. Minimum vertical separation shall be eighteen inches (18") (450mm) at crossings. Joints in sewers at crossings shall be located at least ten feet (10') (3m) from water mains. The upper line of a crossing shall be specially supported. Where vertical and/or horizontal clearances cannot be maintained, the sewer or water piping shall be placed in a separate conduit pipe.

3.10 Inspection and Acceptance

- A. Prior to acceptance of each section of sanitary sewer line, the Contractor shall flush a ball the full diameter of the pipe through all pipelines up to eighteen inches (18") (450mm) in diameter. Larger pipelines shall be cleaned by other appropriate methods. All dirt and debris shall be prevented from entering the existing sewer system by suitable methods.

B. Preliminary Acceptance

1. Prior to preliminary acceptance of a sanitary sewer collection system, regardless of ownership, the following inspection tests shall be made and certified for each section of sewer line.
 - a. Gradation tests. Copies of the test results shall be enclosed as an attachment to the "Certificate of Completion".
 - b. Density and moisture tests. Copies of the test results shall be enclosed as an attachment to the "Certificate of Completion".
 - c. Air tests or exfiltration tests. Copies of the test results shall be enclosed as an attachment to the "Certificate of Completion".
 - d. Deflection test (PVC). Copies of the test results shall be enclosed as an attachment to the "Certificate of Completion".
 - e. Cleaning and flushing of the lines and manholes.
2. Each manhole shall be inspected for:
 - a. Proper construction. The invert of the manholes shall be smooth, clean, and free of obstructions.
 - b. Leakage
 - c. Cover accessible and at proper grade.
3. Items 1.c. and 1.d. above shall be performed only after complete backfill and compaction; items 1.e. and items 2.a., 2.b., and 2.c. shall be performed after an all-weather roadway is completed and complete easement restoration is accomplished.

4. The “Certificate of Completion” and “Record Drawings” shall be submitted to the City prior to preliminary acceptance.

C. Final acceptance

1. Final acceptance will not take place until preliminary acceptance is obtained and all paving and curbwalk is completed.
2. Before final acceptance of any sanitary sewer, the following inspections shall be made:
 - a. All lines clean and flushed.
 - b. Manholes up to proper grade in a proper condition.
3. All punch list items must be completed prior to final acceptance.
4. The warranty period shall not start until final acceptance is obtained and a complete set of “Record Drawings” is submitted to the City.

3.11 Record Drawings

- A. “Record Drawings” shall be submitted to the City prior to preliminary acceptance of the construction project. “Record Drawings” shall include, in addition to construction drawings and details, “as built” information where it differs from construction drawings and locate information including horizontal and vertical coordinates in the datum established by the City for the Geographical Information System.

END OF SECTION

SECTION 26 00 80
UTILITY SERVICE ENTRANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical service requirements.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 24 16 - Panelboards: Service entrance equipment.
- E. Section 26 43 00 - Surge Protective Devices: Service entrance surge protective devices.

1.3 DEFINITIONS

- A. Service Point: The point of connection between the facilities of the serving utility and the premises wiring as defined in NFPA 70, and as designated by the Utility Company.

1.4 REFERENCE STANDARDS

- A. IEEE C2 - National Electrical Safety Code; Institute of Electrical and Electronic Engineers; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.5 ADMINISTRATIVE REQUIREMENTS

- A. No later than two weeks following date of the Agreement, notify Utility Company of anticipated date of service.
- B. Coordination:
 - 1. Verify the following with Utility Company representative:
 - a. Utility Company requirements, including division of responsibility.
 - b. Exact location and details of utility point of connection.
 - c. Utility easement requirements.
 - d. Utility Company charges associated with providing service.
 - 2. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for electrical service and associated equipment.
 - 3. Coordinate arrangement of service entrance equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 4. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- C. Arrange for Utility Company to provide permanent electrical service. Prepare and submit documentation required by Utility Company.

- D. Utility Company charges associated with providing permanent service to be paid by Owner.
- E. Preinstallation Meeting: Convene one week prior to commencing work of this section to review service requirements and details with Utility Company representative.
- F. Scheduling:
 - 1. Arrange for inspections necessary to obtain Utility Company approval of installation.

1.6 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product. Include ratings, configurations, standard wiring diagrams, outline and support point dimensions, finishes, weights, service condition requirements, and installed features.
- C. Shop Drawings: Include dimensioned plan views and sections indicating locations and arrangement of Utility Company and service entrance equipment, metering provisions, required clearances, and proposed service routing.
 - 1. Obtain Utility company approval of shop drawings prior to submittal.

1.7 QUALITY ASSURANCE

- A. Comply with the following:
 - 1. IEEE C2 (National Electrical Safety Code).
 - 2. NFPA 70 (National Electrical Code).
 - 3. The requirements of the Utility Company.
 - 4. The requirements of the local authorities having jurisdiction.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Store products indoors in a clean, dry space having a uniform temperature to prevent condensation (including outdoor rated products which are not weatherproof until completely and properly installed). Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle products carefully to avoid damage to internal components, enclosure, and finish.

PART 2 PRODUCTS

2.1 ELECTRICAL SERVICE REQUIREMENTS

- A. Provide new electrical service consisting of all required conduits, conductors, equipment, metering provisions, supports, accessories, etc. as necessary for connection between Utility Company point of supply and service entrance equipment.
- B. Electrical Service Characteristics:
 - 1. Service Type: Overhead.
 - 2. Service Voltage: 208Y/120 V, 3 phase, 60 Hz.
- C. Utility Company: As indicated on drawings.
- D. Division of Responsibility:
 - 1. Pole-Mounted Utility Transformers:

- a. Utility Poles: Furnished and installed by Utility Company.
- b. Transformers: Furnished and installed by Utility Company.
- c. Transformer Grounding Provisions: Furnished and installed by Utility Company.
- d. Primary: Furnished and installed by Utility Company.
- e. Secondary - Overhead Service:
 - 1) Conduits/Service Masts: Furnished and installed by Contractor.
 - 2) Conductors: Furnished and installed by Contractor (Service Point at service mast).
2. Terminations at Service Point: Provided by Contractor, as shown on Drawings. Coordinate details of work with Utility Company.
3. Metering Provisions:
 - a. Meter Bases: Furnished and installed by Contractor per Utility Company requirements.
- E. Products Furnished by Contractor: Comply with Utility Company requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that ratings and configurations of service entrance equipment are consistent with the indicated requirements.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions and Utility Company requirements.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances and required maintenance access.
- D. Provide required support and attachment components in accordance with Section 26 05 29.
- E. Provide grounding and bonding for service entrance equipment in accordance with Section 26 05 26.
- F. Identify service entrance equipment, including main service disconnect(s) in accordance with Section 26 05 53.

3.3 PROTECTION

- A. Protect installed equipment from subsequent construction operations.

END OF SECTION

SECTION 26 05 19**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Wire pulling lubricant.

1.2 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- H. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS**2.1 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 2. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.

- b. Equipment Ground, All Systems: Green.
- c. Travelers for 3-Way and 4-Way Switching: Pink.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com
 - b. Encore Wire Corporation: www.encorewire.com
 - c. General Cable Technologies Corporation: www.generalcable.com
 - d. Southwire Company: www.southwire.com
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.4 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 - 3. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
 - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
 - 5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
- C. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com
 - b. IlSCO: www.ilsco.com
 - c. Thomas & Betts Corporation: www.tnb.com
- D. Compression Connectors: Provide circumferential type or hex type crimp configuration.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com
 - b. IlSCO: www.ilsco.com
 - c. Thomas & Betts Corporation: www.tnb.com
- E. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
 - 1. Manufacturers:

- a. Burndy LLC: www.burndy.com
 - b. IlSCO: www.ilsco.com
 - c. Thomas & Betts Corporation: www.tnb.com
- F. Low Voltage Motor Termination/Insulation Kit: Utilize lug connectors, insulated by means of Raychem, RVC Series (RAYVOLVE Insulating Splice Cover) pre-manufactured "roll-on" type insulation kits or equal products by Thomas and Betts. Voltage rating as required by the installation.

2.5 ACCESSORIES

- A. Electrical Tape:
1. Manufacturers:
 - a. 3M: www.3m.com
 - b. Plymouth Rubber Europa: www.plymouthrubber.com
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
 3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
 4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
 5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
1. Manufacturers:
 - a. 3M: www.3m.com
 - b. American Polywater Corporation: www.polywater.com
 - c. Ideal Industries, Inc: www.idealindustries.com

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Circuiting Requirements:
1. Unless dimensioned, circuit routing indicated is diagrammatic.

2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Arrange circuiting to minimize splices.
 4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 6. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 7. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- K. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
 - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
3. Wet Locations: Use heat shrink tubing.

END OF SECTION

SECTION 26 05 26**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.
- E. Ground access wells.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS**2.1 GROUNDING AND BONDING REQUIREMENTS**

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

-
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
 - C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - D. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Engineer. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
 - E. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Metal Underground Water Pipe(s):
 - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
 - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
 - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
 - 3. Metal In-Ground Support Structure:
 - a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
 - 4. Ground Rod Electrode(s):
 - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
 - 5. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
 - F. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 - 3. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 - 4. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 - 5. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
 - 6. Provide bonding for interior metal air ducts.

7. Provide bonding for metal building frame.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
- D. Ground Rod Electrodes:
 1. Comply with NEMA GR 1.
 2. Material: Copper-bonded (copper-clad) steel.
 3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.
 4. Manufacturers:
 - a. Advanced Lightning Technology (ALT): www.altfab.com
 - b. Erico International Corporation: www.erico.com
 - c. Galvan Industries, Inc: www.galvanelectrical.com
 - d. Harger Lightning & Grounding: www.harger.com
- E. Ground Access Wells:
 1. Description: Open bottom round or rectangular well with access cover for testing and inspection; suitable for the expected load at the installed location.
 2. Size: As required to provide adequate access for testing and inspection, but not less than minimum size requirements specified.
 - a. Round Wells: Not less than 8 inches in diameter.
 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 10 inches.
 4. Cover: Factory-identified by permanent means with word "GROUND".
 5. Manufacturers:
 - a. Advanced Lightning Technology (ALT): www.altfab.com
 - b. Erico International Corporation: www.erico.com
 - c. Harger Lightning & Grounding: www.harger.com
 - d. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.

- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
- D. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.2 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA ATS except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.13.
- E. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- F. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

SECTION 26 05 29**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
 - 1. Fiberglass Channel (Strut) Framing Systems: Include requirements for strength derating according to ambient temperature.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

PART 2 PRODUCTS**2.1 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 5 to 1. Include consideration for vibration, equipment operation, and shock loads where applicable.

4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 2. Conduit Clamps: Bolted type unless otherwise indicated.
 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com
 - b. Erico International Corporation: www.erico.com
 - c. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
 - d. Thomas & Betts Corporation: www.tnb.com
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
1. Comply with MFMA-4.
 2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
 3. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 4. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
 5. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
 6. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com
 - b. Thomas & Betts Corporation: www.tnb.com
 - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Busway Supports: 1/2 inch diameter.
 - c. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
 - d. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
 - e. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
 - f. Outlet Boxes: 1/4 inch diameter.
 - g. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
3. Hollow Stud Walls: Use toggle bolts.
4. Steel: Use beam clamps, machine bolts, or welded threaded studs.
5. Sheet Metal: Use sheet metal screws.
6. Wood: Use wood screws.
7. Plastic and lead anchors are not permitted.
8. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch minimum base metal thickness.
 - d. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Engineer, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.

- J. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. Conduit fittings.

1.2 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction, 2010.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- E. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- G. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
- H. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- K. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- L. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- M. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- N. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.

- O. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
 - 3. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
- D. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- E. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
- G. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- H. Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit.
 - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
 - 3. Maximum Length: 6 feet unless otherwise indicated.
 - 4. Vibrating equipment includes, but is not limited to:
 - a. Motors.

2.2 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.

3. Underground, Exterior: 1 inch (27 mm) trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 1. Allied Tube & Conduit: www.alliedeg.com
 2. Republic Conduit: www.republic-conduit.com
 3. Wheatland Tube, a Division of Zekelman Industries: www.wheatland.com
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
 - c. Thomas & Betts Corporation: www.tnb.com
 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.
 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.4 FLEXIBLE METAL CONDUIT (FMC)

- A. Manufacturers:
 1. AFC Cable Systems, Inc: www.afcweb.com
 2. Electri-Flex Company: www.electriflex.com
 3. International Metal Hose: www.metalhose.com
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- C. Fittings:
 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
 1. AFC Cable Systems, Inc: www.afcweb.com
 2. Electri-Flex Company: www.electriflex.com
 3. International Metal Hose: www.metalhose.com
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
 - c. Thomas & Betts Corporation: www.tnb.com
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.

2.6 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com
 - 2. Republic Conduit: www.republic-conduit.com
 - 3. Wheatland Tube, a Division of Zekelman Industries: www.wheatland.com
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use compression (gland) type.
 - a. Do not use indenter type connectors and couplings.

2.7 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
 - 1. Cantex Inc: www.cantexinc.com
 - 2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com
 - 3. JM Eagle: www.jmeagle.com
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. Fittings:
 - 1. Manufacturer: Same as manufacturer of conduit to be connected.
 - 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.

- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 - 4. Arrange conduit to maintain adequate headroom, clearances, and access.
 - 5. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
 - 6. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 - 7. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
- F. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 4. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 - 5. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
- G. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 - 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- H. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.

5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- I. Underground Installation:
 1. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 24 inches.
 - b. Under Slab on Grade: 12 inches to bottom of slab.
 - J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
 - K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
 1. Where conduits pass from outdoors into conditioned interior spaces.
 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
 - L. Provide grounding and bonding in accordance with Section 26 05 26.

3.3 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.4 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.2 RELATED REQUIREMENTS

- A. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 27 26 - Wiring Devices:
 - 1. Wall plates.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS**2.1 BOXES**

- A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
 4. Use suitable concrete type boxes where flush-mounted in concrete.
 5. Use suitable masonry type boxes where flush-mounted in masonry walls.
 6. Use raised covers suitable for the type of wall construction and device configuration where required.
 7. Use shallow boxes where required by the type of wall construction.
 8. Do not use "through-wall" boxes designed for access from both sides of wall.
 9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 13. Wall Plates: Comply with Section 26 27 26.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
 - a. Indoor Clean, Dry Locations: Type 1, painted steel.
 - b. Outdoor Locations: Type 3R, painted steel.
 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide hinged-cover enclosures unless otherwise indicated.

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
 - 2. Locate boxes as required for devices installed under other sections or by others.
- E. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- H. Install boxes as required to preserve insulation integrity.
- I. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- J. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- K. Close unused box openings.
- L. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- M. Provide grounding and bonding in accordance with Section 26 05 26.

3.3 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 05 53**IDENTIFICATION FOR ELECTRICAL SYSTEMS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.3 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

PART 2 PRODUCTS**2.1 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify ampere rating
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - b. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number. Include location when not within sight of equipment.
 - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.

- a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 - e. Industrial machinery.
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.2 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com
 - b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com
 - c. Seton Identification Products: www.seton.com
 2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com
 - b. Brother International Corporation: www.brother-usa.com
 - c. Panduit Corp: www.panduit.com
 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
 2. Text: All capitalized unless otherwise indicated.
 3. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch.
 4. Color:
 - a. Normal Power System: White text on black background.
- D. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Power source and circuit number or other designation indicated.

3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on clear background.

2.3 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
 1. Materials:
 2. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:
 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 1. Surface-Mounted Equipment: Enclosure front.
 2. Flush-Mounted Equipment: Inside of equipment door.
 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 4. Elevated Equipment: Legible from the floor or working platform.
 5. Branch Devices: Adjacent to device.
 6. Interior Components: Legible from the point of access.
 7. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Mark all handwritten text, where permitted, to be neat and legible.

END OF SECTION

SECTION 26 09 23
LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Occupancy sensors.
- B. Outdoor photo controls.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.
- C. Section 26 27 26 - Wiring Devices: Devices for manual control of lighting, including wall switches, wall dimmers, and fan speed controllers.
 - 1. Includes finish requirements for wall controls specified in this section.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 773A - Nonindustrial Photoelectric Switches for Lighting Control; Current Edition, Including All Revisions.
- E. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
- C. Shop Drawings:
 - 1. Occupancy Sensors: Provide lighting plan indicating location, model number, and orientation of each occupancy sensor and associated system component.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND PROTECTION

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

1.7 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

- B. Provide five year manufacturer warranty for all occupancy sensors.

PART 2 PRODUCTS

2.1 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

2.2 OCCUPANCY SENSORS

- A. All Occupancy Sensors:
1. Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.
 2. Sensor Technology:
 - a. Passive Infrared/Ultrasonic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and ultrasonic technologies.
 3. Provide LED to visually indicate motion detection with separate color LEDs for each sensor type in dual technology units.
 4. Operation: Unless otherwise indicated, occupancy sensor to turn load on when occupant presence is detected and to turn load off when no occupant presence is detected during an adjustable turn-off delay time interval.
 5. Dual Technology Occupancy Sensors: Field configurable turn-on and hold-on activation with settings for activation by either or both sensing technologies.
 6. Turn-Off Delay: Field adjustable, with time delay settings up to 30 minutes.
 7. Sensitivity: Field adjustable.
 8. Adaptive Technology: Field selectable; capable of self-adjusting sensitivity and time delay according to conditions.
 9. Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.
- B. Wall Switch Occupancy Sensors:
1. All Wall Switch Occupancy Sensors:
 - a. Description: Occupancy sensors designed for installation in standard wall box at standard wall switch mounting height with a field of view of 180 degrees, integrated manual control capability, and no leakage current to load in off mode.
 - b. Manual-Off Override Control: When used to turn off load while in automatic-on mode, unit to revert back to automatic mode after no occupant presence is detected during the delayed-off time interval.
 2. Passive Infrared/Ultrasonic Dual Technology Wall Switch Occupancy Sensors: Capable of detecting motion within an area of 900 square feet.
- C. Wall Dimmer Occupancy Sensors:
1. General Requirements:
 - a. Description: Occupancy sensors designed for installation in standard wall box at standard wall switch mounting height with a field of view of 180 degrees, integrated dimming control capability, and no leakage current to load in off mode.
 - b. Dimmer: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap

switch accessible without removing wall plate, and listed as complying with UL 1472; type and rating suitable for load controlled.

- c. Finish: Match finishes specified for wiring devices in Section 26 27 26, unless otherwise indicated.
- D. Directional Occupancy Sensors:
 - 1. All Directional Occupancy Sensors: Designed for wall or ceiling mounting, with integral swivel for field adjustment of motion detection coverage.
 - 2. Passive Infrared/Ultrasonic Dual Technology Directional Occupancy Sensors: Capable of detecting motion within a distance of 40 feet at a mounting height of 10 feet.
- E. Power Packs for Low Voltage Occupancy Sensors:
 - 1. Description: Plenum rated, self-contained low voltage class 2 transformer and relay compatible with specified low voltage occupancy sensors for switching of line voltage loads.
 - 2. Provide quantity and configuration of power and slave packs with all associated wiring and accessories as required to control the load indicated on drawings.
 - 3. Input Supply Voltage: Dual rated for 120/277 V ac.
 - 4. Load Rating: As required to control the load indicated on drawings.

2.3 OUTDOOR PHOTO CONTROLS

- A. Manufacturers:
 - 1. Intermatic, Inc: www.intermatic.com/#sle.
 - 2. Tork, a division of NSI Industries LLC: www.tork.com/#sle.
- B. Stem-Mounted Outdoor Photo Controls:
 - 1. Description: Direct-wired photo control unit with threaded conduit mounting stem and field-adjustable swivel base, listed and labeled as complying with UL 773A.
 - 2. Housing: Weatherproof, impact resistant polycarbonate.
 - 3. Photo Sensor: Cadmium sulfide.
 - 4. Provide external sliding shield for field adjustment of light level activation.
 - 5. Light Level Activation: 1 to 5 footcandles turn-on and 3 to 1 turn-off to turn-on ratio with delayed turn-off.
 - 6. Voltage: As required to control the load indicated on the drawings.
 - 7. Failure Mode: Fails to the on position.
 - 8. Load Rating: As required to control the load indicated on the drawings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.

- F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- G. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of lighting control devices provided under this section.
- C. Install lighting control devices in accordance with manufacturer's instructions.
- D. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- E. Install lighting control devices plumb and level, and held securely in place.
- F. Where required and not furnished with lighting control device, provide wall plate in accordance with Section 26 27 26.
- G. Provide required supports in accordance with Section 26 05 29.
- H. Where applicable, install lighting control devices and associated wall plates to fit completely flush to mounting surface with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- I. Occupancy Sensor Locations:
 - 1. Locate ultrasonic and dual technology passive infrared/ultrasonic occupancy sensors a minimum of 4 feet from air supply ducts or other sources of heavy air flow and as per manufacturer's recommendations, in order to minimize false triggers.
- J. Outdoor Photo Control Locations:
 - 1. Where possible, locate outdoor photo controls with photo sensor facing north. If north facing photo sensor is not possible, install with photo sensor facing east, west, or down.
 - 2. Locate outdoor photo controls so that photo sensors do not face artificial light sources, including light sources controlled by the photo control itself.
- K. Install outdoor photo controls so that connections are weatherproof. Do not install photo controls with conduit stem facing up in order to prevent infiltration of water into the photo control.

3.4 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust occupancy sensor settings to minimize undesired activations while optimizing energy savings, and to achieve desired function as indicated or as directed by Engineer.

- C. Adjust position of directional occupancy sensors and outdoor motion sensors to achieve optimal coverage as required.
- D. Where indicated or as directed by Architect, install factory masking material or adjust integral blinders on passive infrared (PIR) and dual technology occupancy sensor lenses to block undesired motion detection.
- E. Adjust external sliding shields on outdoor photo controls under optimum lighting conditions to achieve desired turn-on and turn-off activation as indicated or as directed by Engineer.

3.5 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.6 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION

SECTION 26 24 16**PANELBOARDS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Power distribution panelboards.
- B. Overcurrent protective devices for panelboards.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 43 00 - Surge Protective Devices.

1.3 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision E, 2013.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2009.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- E. NEMA PB 1 - Panelboards; 2011.
- F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; 2013.
- G. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 67 - Panelboards; Current Edition, Including All Revisions.
- L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- M. UL 869A - Reference Standard for Service Equipment; Current Edition, Including All Revisions.
- N. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
 - 1. Include characteristic trip curves for each type and rating of overcurrent protective device.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Eaton Corporation: www.eaton.com
- B. Schneider Electric; Square D Products: www.schneider-electric.us
- C. Siemens Industry, Inc: www.usa.siemens.com

2.2 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
 - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.

- I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - b. Provide removable end walls for NEMA Type 1 enclosures.
 - 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - b. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- K. Surge Protective Devices: Provided in accordance with Section 26 43 00, list and label panelboards as a complete assembly including surge protective device.

2.3 POWER DISTRIBUTION PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
 - 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
 - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 - 1. Phase and Neutral Bus Material: Copper.
 - 2. Ground Bus Material: Copper.
- D. Circuit Breakers:
 - 1. Provide bolt-on type or plug-in type secured with locking mechanical restraints.
 - 2. Provide thermal magnetic circuit breakers unless otherwise indicated.
- E. Enclosures:
 - 1. Provide surface-mounted enclosures unless otherwise indicated.

2.4 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
 - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 - 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
 - 1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 - 3. Conductor Terminations:
 - a. Lug Material: Copper, suitable for terminating copper conductors only.

4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
6. Provide the following circuit breaker types where indicated:
 - a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
7. Do not use handle ties in lieu of multi-pole circuit breakers.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Install panelboards plumb.
- G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- H. Provide grounding and bonding in accordance with Section 26 05 26.
- I. Install all field-installed branch devices, components, and accessories.
- J. Provide filler plates to cover unused spaces in panelboards.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 20 amperes. Tests listed as optional are not required.
- D. Test GFCI circuit breakers to verify proper operation.
- E. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.5 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 27 26**WIRING DEVICES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Wall switches.
- B. Wall dimmers.
- C. Receptacles.
- D. Wall plates.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 33.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification; Revision G, 2001.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F, 1999.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- E. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- H. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- J. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.
- K. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
 - 1. Wall Dimmers: Include derating information for ganged multiple devices.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS**2.1 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide GFCI protection for receptacles installed within 6 feet of sinks.

2.2 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: Gray with white stainless steel wall plate.
- C. Wiring Devices Installed in Wet or Damp Locations: Gray with specified weatherproof cover.

2.3 WALL SWITCHES

- A. Manufacturers:
 - 1. Hubbell Incorporated: www.hubbell.com
 - 2. Leviton Manufacturing Company, Inc: www.leviton.com
 - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Lighted Wall Switches. Industrial specification grade, 20 A, 120/277 V with illuminated standard toggle type switch actuator and maintained contacts; illuminated with load off; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.4 WALL DIMMERS

- A. Manufacturers:
 - 1. Leviton Manufacturing Company, Inc: www.leviton.com
 - 2. Lutron Electronics Company, Inc; Maestro Series: www.lutron.com
 - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- B. Wall Dimmers - General Requirements: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.
- C. Control: Slide control type with separate on/off switch.

2.5 RECEPTACLES

- A. Manufacturers:

1. Hubbell Incorporated: www.hubbell-wiring.com.
 2. Leviton Manufacturing Company, Inc: www.leviton.com.
 3. Lutron Electronics Company, Inc: www.lutron.com.
 4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
- D. GFCI Receptacles:
1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.
 2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
 3. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

2.6 WALL PLATES

- A. Manufacturers:
1. Hubbell Incorporated: www.hubbell-wiring.com
 2. Leviton Manufacturing Company, Inc: www.leviton.com
 3. Lutron Electronics Company, Inc: www.lutron.com
 4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- B. Wall Plates: Comply with UL 514D.
1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 2. Size: Standard.
 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Weatherproof Covers for Wet or Damp Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- E. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- F. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- G. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- H. Do not share neutral conductor on branch circuits utilizing wall dimmers.
- I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

3.4 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each wiring device for damage and defects.
- C. Test each receptacle to verify operation and proper polarity.
- D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.6 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 26 28 16.16**ENCLOSED SWITCHES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Enclosed safety switches.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
 - 1. Include dimensioned plan and elevation views of enclosed switches and adjacent equipment with all required clearances indicated.
 - 2. Include wiring diagrams showing all factory and field connections.
 - 3. Identify mounting conditions required for equipment seismic qualification.
- D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. ABB/GE: www.geindustrial.com
- B. Eaton Corporation: www.eaton.com
- C. Schneider Electric; Square D Products: www.schneider-electric.us
- D. Siemens Industry, Inc: www.usa.siemens.com
- E. Source Limitations: Furnish enclosed switches and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.2 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 1. Altitude: Less than 6,600 feet.
 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
 2. Minimum Ratings:
 - a. Heavy Duty Single Throw Switches Protected by Class R, Class J, Class L, or Class T Fuses: 200,000 rms symmetrical amperes.
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- J. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - b. Outdoor Locations: Type 3R.

2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
- K. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- L. Heavy Duty Switches:
 1. Comply with NEMA KS 1.
 2. Conductor Terminations:
 - a. Provide mechanical lugs unless otherwise indicated.
 - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
- M. Provide the following features and accessories where indicated or where required to complete installation:
 1. Hubs: As required for environment type; sized to accept conduits to be installed.
 2. Integral fuse pullers.
 3. Auxiliary Switch: SPDT switch suitable for connection to system indicated, with auxiliary contact operation before switch blades open and after switch blades close.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Identify enclosed switches in accordance with Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.

- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.5 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 29 13
ENCLOSED CONTROLLERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Enclosed NEMA controllers for low-voltage (600 V and less) applications:
 - 1. Magnetic motor starters.
- B. Overcurrent protective devices for motor controllers, including overload relays.
- C. Control accessories:
 - 1. Auxiliary contacts.
 - 2. Pilot devices.
 - 3. Control and timing relays.
 - 4. Control power transformers.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers; 2008.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- E. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices; 2000 (R2010).
- F. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (R2011).
- G. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- J. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules; Current Edition, Including All Revisions.
- K. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contractors and Motor-starters - Electromechanical Contractors and Motor-starters; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
2. Coordinate the work to provide motor controllers and associated overload relays suitable for use with the actual motors to be installed.
3. Coordinate the work to provide controllers and associated wiring suitable for interface with control devices to be installed.
4. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
5. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
6. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.
 1. Include characteristic trip curves for each type and rating of overcurrent protective device.
- C. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
 1. Include dimensioned plan and elevation views of enclosed controllers and adjacent equipment with all required clearances indicated.
 2. Include wiring diagrams showing all factory and field connections.
 3. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
- D. Project Record Documents: Record actual installed locations of controllers and final equipment settings.
 1. Include nameplate data of actual installed motors and associated overload relay selections and settings.
 2. Motor Circuit Protectors: Include magnetic instantaneous trip settings.
- E. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. ABB/GE: www.geindustrial.com

- B. Eaton Corporation: www.eaton.com
- C. Rockwell Automation, Inc; Allen-Bradley Products: ab.rockwellautomation.com
- D. Schneider Electric; Square D Products: www.schneider-electric.us
- E. Siemens Industry, Inc: www.usa.siemens.com

2.2 ENCLOSED CONTROLLERS

- A. Provide enclosed controller assemblies consisting of all required components, control power transformers, instrumentation and control wiring, accessories, etc. as necessary for a complete operating system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Description: Enclosed controllers complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; ratings, configurations and features as indicated on the drawings.
- D. Service Conditions:
 - 1. Provide controllers and associated components suitable for operation under the following service conditions without derating.
 - a. Altitude:
 - 1) Class 1 Km Equipment (devices utilizing power semiconductors, e.g. variable frequency controllers): Less than 3,300 feet.
 - 2) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 feet.
 - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.
 - 2. Provide controllers and associated components suitable for operation at indicated ratings under the service conditions at the installed location.
- E. Short Circuit Current Rating:
 - 1. Provide controllers with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- F. Conductor Terminations: Suitable for use with the conductors to be installed.
- G. Enclosures:
 - 1. Comply with NEMA ICS 6.
 - 2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
 - b. Outdoor Locations: Type 3R or Type 4.
 - 3. Finish: Manufacturer's standard unless otherwise indicated.
- H. Instrument Transformers:
 - 1. Comply with IEEE C57.13.
 - 2. Select suitable ratio, burden, and accuracy as required for connected devices.
 - 3. Current Transformers: Connect secondaries to shorting terminal blocks.
 - 4. Potential Transformers: Include primary and secondary fuses with disconnecting means.
- I. Magnetic Motor Starters: Combination type unless otherwise indicated.
 - 1. Combination Magnetic Motor Starters: NEMA ICS 2, Class A combination motor controllers with magnetic contactor(s), externally operable disconnect and overload relay(s).
 - 2. Configuration: Full-voltage non-reversing unless otherwise indicated.

3. Minimum Starter Size: NEMA Size 0.
4. Disconnects: Circuit breaker type.
 - a. Circuit Breakers: Motor circuit protectors (magnetic-only) unless otherwise indicated or required.
 - b. Provide externally operable handle with means for locking in the OFF position. Provide safety interlock to prevent opening the cover with the disconnect in the ON position with capability of overriding interlock for testing purposes.
 - c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
5. Overload Relays: Bimetallic thermal type unless otherwise indicated.
6. Pilot Devices Required:
 - a. Furnish local pilot devices for each unit as specified below unless otherwise indicated on drawings.
 - b. Single-Speed, Non-Reversing Starters:
 - 1) Pushbuttons: START-STOP.
 - 2) Selector Switches: HAND/OFF/AUTO.
 - 3) Indicating Lights: Red ON, Green OFF.

2.3 OVERCURRENT PROTECTIVE DEVICES

- A. Overload Relays:
 1. Provide overload relays and, where applicable, associated current elements/heaters, selected according to actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
 2. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
 3. Trip-free operation.
 4. Visible trip indication.
 5. Resettable.
 - a. Employ manual reset unless otherwise indicated.
 - b. Do not employ automatic reset with two-wire control.
 6. Bimetallic Thermal Overload Relays:
 - a. Interchangeable current elements/heaters.
 - b. Adjustable trip; plus/minus 10 percent of nominal, minimum.
 - c. Trip test function.
- B. Circuit Breakers:
 1. Interrupting Capacity (not applicable to motor circuit protectors):
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than specified minimum requirements.
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 2. Motor Circuit Protectors:
 - a. Description: Instantaneous-trip circuit breakers furnished with magnetic instantaneous tripping elements for short circuit protection, but not with thermal inverse time tripping elements for overload protection; UL 489 recognized only for use as part of a listed combination motor controller with overload protection; ratings, configurations, and features as indicated on the drawings.
 - b. Provide field-adjustable magnetic instantaneous trip setting.
 - c. Provide the following features and accessories where indicated or where required to complete installation:
 - 1) Pad-Lock Provision: For locking circuit breaker handle in OFF position.

- 2) Auxiliary Switch: SPDT switch suitable for connection to system indicated for indicating when circuit breaker has tripped or been turned off.
- 3) Undervoltage Release: For tripping circuit breaker upon predetermined drop in coil voltage with field-adjustable time delay to prevent nuisance tripping.

2.4 CONTROL ACCESSORIES

- A. Auxiliary Contacts:
 1. Comply with NEMA ICS 5.
 2. Provide number and type of contacts indicated or required to perform necessary functions, including holding (seal-in) circuit and interlocking, plus one normally open (NO) and one normally closed (NC) spare contact for each magnetic motor starter, minimum.
- B. Pilot Devices:
 1. Comply with NEMA ICS 5; heavy-duty type.
 2. Nominal Size: 30 mm.
 3. Pushbuttons: Unless otherwise indicated, provide momentary, non-illuminated type with flush button operator; normally open or normally closed as indicated or as required.
 4. Selector Switches: Unless otherwise indicated, provide maintained, non-illuminated type with knob operator; number of switch positions as indicated or as required.
 5. Indicating Lights: Push-to-test type unless otherwise indicated.
 6. Provide LED lamp source for indicating lights and illuminated devices.
- C. Control and Timing Relays:
 1. Comply with NEMA ICS 5.
 2. Provide number and type of relays indicated or required to perform necessary functions.
- D. Control Power Transformers:
 1. Size to accommodate burden of contactor coil(s) and all connected auxiliary devices, plus 50 VA spare capacity.
 2. Include primary and secondary fuses.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that ratings of enclosed controllers are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed controllers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install controllers in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install enclosed controllers plumb and level.

- F. Provide grounding and bonding in accordance with Section 26 05 26.
- G. Install all field-installed devices, components, and accessories.
- H. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- I. Set field-adjustable controllers and associated components according to installed motor requirements, in accordance with manufacturer's recommendations and NFPA 70.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Motor Starters: Perform inspections and tests listed in NETA ATS, Section 7.16.1.1. Tests listed as optional are not required.
- D. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for circuit breakers larger than _____ amperes. Tests listed as optional are not required.
- E. Correct deficiencies and replace damaged or defective enclosed controllers or associated components.

3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.5 CLEANING

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

3.6 PROTECTION

- A. Protect installed enclosed controllers from subsequent construction operations.

END OF SECTION

SECTION 26 43 00
SURGE PROTECTIVE DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surge protective devices for service entrance locations.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
D. UL 1449 - Standard for Surge Protective Devices; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Include detailed component information, voltage, surge current ratings, repetitive surge current capacity, voltage protection rating (VPR) for all protection modes, maximum continuous operating voltage (MCOV), nominal discharge current (I-n), short circuit current rating (SCCR), connection means including any required external overcurrent protection, enclosure ratings, outline and support point dimensions, weight, service condition requirements, and installed features.
C. Shop Drawings: Include wiring diagrams showing all factory and field connections with wire and circuit breaker/fuse sizes.
D. Certificates: Manufacturer's documentation of listing for compliance with the following standards:
1. UL 1449.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in accordance with manufacturer's written instructions.

1.7 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.8 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS**2.1 MANUFACTURERS**

- A. Field-installed, Externally Mounted Surge Protective Devices:
 - 1. ABB/GE: www.geindustrial.com
 - 2. Advanced Protection Technologies, Inc (APT): www.aptsurge.com
 - 3. Current Technology; a brand of Thomas & Betts Power Solutions: www.tnbpowersolutions.com
 - 4. Schneider Electric; Square D Brand Surgelogic Products: www.surgelogic.com
 - 5. Surge Suppression, LLC (SSI): www.surgesuppression.com
- B. Source Limitations: Furnish surge protective devices produced by a single manufacturer and obtained from a single supplier.

2.2 SURGE PROTECTIVE DEVICES - GENERAL REQUIREMENTS

- A. Description: Factory-assembled surge protective devices (SPDs) for 60 Hz service; listed, classified, and labeled as suitable for the purpose intended; system voltage as indicated on the drawings.
- B. Unless otherwise indicated, provide field-installed, externally-mounted SPDs.
- C. List and label as complying with UL 1449, Type 1 when connected on line side of service disconnect overcurrent device and Type 1 or 2 when connected on load side of service disconnect overcurrent device.
- D. Protected Modes:
 - 1. Wye Systems: L-N, L-G, N-G, L-L.
- E. UL 1449 Voltage Protection Ratings (VPRs):
 - 1. 208Y/120V System Voltage: Not more than 1,000 V for L-N, L-G, and N-G modes and 1,200 V for L-L mode.
- F. UL 1449 Maximum Continuous Operating Voltage (MCOV): Not less than 115% of nominal system voltage.
- G. Enclosure Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - 1. Indoor clean, dry locations: Type 1.
- H. Mounting for Field-installed, Externally Mounted SPDs: Unless otherwise indicated, as specified for the following locations:

2.3 SURGE PROTECTIVE DEVICES FOR SERVICE ENTRANCE LOCATIONS

- A. Surge Protective Device:
 - 1. Protection Circuits: Field-replaceable modular.
 - 2. Surge Current Rating: Not less than 120 kA per mode/240 kA per phase.
 - 3. UL 1449 Nominal Discharge Current (I-n): 20 kA.
 - 4. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
 - 5. Diagnostics:
 - a. Protection Status Monitoring: Provide indicator lights to report the protection for each phase.
 - b. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.

- c. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the service voltage and configuration marked on the SPD are consistent with the service voltage and configuration at the location to be installed.
- C. Verify system grounding and bonding is in accordance with Section 26 05 26, including bonding of neutral and ground for service entrance and separately derived systems where applicable. Do not energize SPD until deficiencies have been corrected.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- C. Provide conductors with minimum ampacity as indicated on the drawings, as required by NFPA 70, and not less than manufacturer's recommended minimum conductor size.
- D. Install conductors between SPD and equipment terminations as short and straight as possible, not exceeding manufacturer's recommended maximum conductor length. Breaker locations may be reasonably rearranged in order to provide leads as short and straight as possible. Twist conductors together to reduce inductance.
- E. Do not energize SPD until bonding of neutral and ground for service entrance and separately derived systems is complete in accordance with Section 26 05 26 where applicable. Replace SPDs damaged by improper or missing neutral-ground bond.
- F. Disconnect SPD prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPD connected.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.

3.4 CLEANING

- A. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 51 00
INTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts and drivers.
- E. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- C. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.
- D. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- E. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility; 2012.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. NFPA 101 - Life Safety Code; 2015.
- H. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- I. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- J. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings,

service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.

1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.
 - b. Include IES LM-79 test report upon request.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for LED luminaires, including drivers.
- C. Provide five year pro-rata warranty for batteries for emergency lighting units.
- D. Provide five year pro-rata warranty for batteries for self-powered exit signs.

PART 2 PRODUCTS

2.1 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.2 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Recessed Luminaires:
 1. Ceiling Compatibility: Comply with NEMA LE 4.
 2. Luminaires Recessed in Insulated Ceilings: Listed and labeled as IC-rated, suitable for direct contact with insulation and combustible materials.
- H. LED Luminaires:
 1. Components: UL 8750 recognized or listed as applicable.
 2. Tested in accordance with IES LM-79 and IES LM-80.
 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.3 EMERGENCY LIGHTING UNITS

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- C. Battery:
 - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- F. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.

2.4 EXIT SIGNS

- A. Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
 - 1. Number of Faces: Single or double as indicated or as required for the installed location.
 - 2. Directional Arrows: As indicated or as required for the installed location.

2.5 BALLASTS AND DRIVERS

- A. Ballasts/Drivers - General Requirements:
 - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
 - 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
- B. Dimmable LED Drivers:
 - 1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
 - 2. Control Compatibility: Fully compatible with the dimming controls to be installed.

2.6 ACCESSORIES

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.

- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Ceiling Mounted Luminaires:
 - 1. Do not use ceiling tiles to bear weight of luminaires.
 - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
 - 3. Secure surface-mounted and recessed luminaires to ceiling support channels or framing members or to building structure.
 - 4. Secure pendant-mounted luminaires to building structure.
 - 5. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
 - 6. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- G. Recessed Luminaires:
 - 1. Install trims tight to mounting surface with no visible light leakage.
- H. Suspended Luminaires:
 - 1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
 - 2. Install canopies tight to mounting surface.
- I. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- J. Install accessories furnished with each luminaire.
- K. Bond products and metal accessories to branch circuit equipment grounding conductor.
- L. Emergency Lighting Units:
 - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- M. Exit Signs:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

N. Install lamps in each luminaire.

3.4 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Engineer. Secure locking fittings in place.
- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Engineer or authority having jurisdiction.

3.5 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.6 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Just prior to Substantial Completion, replace all lamps that have failed.

3.7 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

SECTION 26 56 00
EXTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior luminaires.
- B. Ballasts.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- G. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
 - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.
 - b. Include IES LM-79 test report upon request.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.7 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for all LED luminaires, including drivers.

PART 2 PRODUCTS**2.1 LUMINAIRE TYPES**

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.2 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.3 BALLASTS AND DRIVERS

- A. Ballasts/Drivers - General Requirements:
 - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
 - 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

3.4 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Engineer. Secure locking fittings in place.

3.5 CLEANING

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.6 CLOSEOUT ACTIVITIES

- A. Just prior to Substantial Completion, replace all lamps that have failed.

3.7 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

