

BID DOCUMENTS

WEST PLANT PUMP STATION SCREEN ADDITION
FOR
THE CITY OF VILLA RICA



Not for Bid

***SIMONTON ENGINEERING, LLC.
CONSULTING ENGINEERS***

**319 SCREVEN WAY
SUITE 106
HINESVILLE, GEORGIA 31310
912-244-7800**

**1050 PARKSIDE COMMONS,
SUITE 101
GREENSBORO, GA 30642
(706) 454-0870**

SE NO. 2021-136

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Not for Bid

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City of Villa Rica located at City Hall, 571 W. Bankhead Hwy, Villa Rica, Georgia, 30180 on November 8, 2022 until 2:00 p.m. local time for the West Plant Pump Station Screen Addition.

The work to be performed consists of furnishing all labor and materials to complete the West Plant Pump Station Screen Addition. More specifically, the project will consist of constructing a concrete basin approximately 40' long, 8' wide and 17' deep with removable aluminum grates, connecting the concrete basin to an existing influent channel and manhole with 36" diameter HPDE pipe, installing a slide gate into the concrete channel, installing a Huber TrashMax bar screen (to be acquired separately by the City of Villa Rica).

Plans, Specifications, and Contract documents are open to public inspection at the City of Villa Rica located at City Hall, 571 W. Bankhead Hwy, Villa Rica, Georgia, 30180, Dodge Data and Analytics, ConstructConnect, and Simonton Engineering, LLC., 1050 Parkside Commons, Suite 101, Greensboro, Georgia 30642. Copies of the Plans, Specifications, and Contract Documents may be obtained by contacting Simonton Engineering, LLC., admin@simontoneng.com, 1050 Parkside Commons, Suite 101, Greensboro, Georgia 30642, (706) 454-0870, and by depositing a non-refundable Fifty Dollar (\$50.00) for electronic (PDF) set of plans and One Hundred Dollar (\$100.00) for each set of printed plans requested.

Each Contractor must prequalify for bid by submitting a completed "Statement of Bidder Qualifications" form supplied by the Engineer. Bids will be accepted from prequalified bidders only.

A pre-bid conference is scheduled for October 25, 2022 at 11:00 a.m. on site at the Villa Rica West Plant, 185 Barber Industrial Court, Villa Rica, Georgia, 30180.

Bids must be accompanied by a certified check or bid bond in an amount equal to at least five percent (5%) of total amount bid for the completed work.

No bids may be withdrawn for a period of Ninety (90) days after the closing time schedule for receipt of bids.

The Owner reserves the right to accept or reject any or all bids and to waive informalities. Award of the contract, if it is awarded, will be to the lowest responsible bidder.

NOTE: Plans and Specifications must be obtained no later than five (5) working days before the bid date. No exceptions.

INSTRUCTIONS TO BIDDER

1. SUBMISSION OF PROPOSALS:

- A. Sealed proposals will be received by the City of Villa Rica at the Villa Rica City Hall until 2:00 p.m. local time, on November 8, 2022 for all labor and materials required to fully complete the work identified in the plans and specifications for the West Plant Pump Station Screen Addition.
- B. At the time and place noted above, the proposals will be publicly opened and read aloud.
- C. The proposal (including Statement of Bidder's Qualifications) shall be submitted **in duplicate** on an exact copy of the proposal form bound herein. Both copies of the Proposal Form must be signed. All blank spaces on the forms shall be filled in and all information called for shall be provided. The terms "NO BID" may be used to fill in a blank space on the Proposal Form. All signatures shall be in ink and in longhand, and the completed forms shall be without alterations or corrections; any interlineations must be initialed by the Bidder.
- D. Failure to submit a proposal in the form requested or the inclusion of any alternates, conditions, limitations, or provisions not called for, will render the bid irregular and shall be considered sufficient cause for rejection of the bid.
- E. Proposal shall be in opaque, sealed envelope and marked "Villa Rica Pump Station Screen Addition" and shall bear the name of the Bidder. Proposal is to reach the above address no later than the hour and date named above, or authorized extension thereof. No proposal will be received after that time.
- F. Proposals, together with the full bid bond, may be withdrawn by Bidders prior to the time set for official opening. After time has been called, no proposal may be withdrawn for a period of ninety (90) days after the time and date of the opening.

2. INTERPRETATIONS:

- A. Neither Owner nor Engineer will be responsible for any oral instructions or interpretations of the Drawings and Specifications.
- B. Requests for interpretations of Drawings and Specifications must be made in writing to the Engineer no later than seven (7) days prior to date set for receipt of bids, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer.
- C. All interpretations made to bidders will be issued in the form of an addendum to the Plans and Specifications will be sent to all bidders. The requirements of such

an addendum are to be included in the bids, and in closing the contract, the addenda will become a part thereof.

3. BASIS OF CONTRACT AWARD:

- A. The competency and responsibility of a bidder will be considered in making the award. Owner does not obligate himself to accept the lowest bid or any other bid.
- B. The Owner reserves the right to reject any or all proposals and to waive any technicalities.

4. FORMS AND BONDS:

- A. The Bidder's attention is directed to the Proposal Form and the Performance and Labor and Materials Payment Bond section.
- B. The bond shall be accompanied with the agents and underwriters name, address and telephone number.

5. INSPECTING AND TESTING OF MATERIALS:

- A. Whenever, in these Contract Documents, inspecting, testing, or certification of material(s) is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by an Independent Testing Laboratory and the character of the test shall be stipulated by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and test must be furnished in quadruplicate to the Engineer by the bureau, agency, or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor.

6. CONSTRUCTION SCHEDULE:

- A. The Contractor will be required to submit a construction schedule in writing identifying milestones and completion dates at the preconstruction conference. He shall also be required to submit a resume' of the proposed job superintendent for approval by the Engineer.

7. INSURANCE:

- A. The Contractor's attention is directed to Article 11 of the Supplemental General Conditions, "Insurance." He should review these requirements and be prepared to submit insurance certificates providing the coverage identified. On the insurance certificates, the "Certificate Holder" should be listed as **both** the Owner and P.C. Simonton Engineering, LLC.

8. CONSTRUCTION STAKING:

- A. The Owner will provide horizontal and vertical control. The Contractor will be responsible for construction staking.

9. UTILITY CONTRACTOR LICENSING LAW:

- A. Effective December 31, 1993, a new law took effect which has an indirect effect on engineers. As of that date all utility contractors must be licensed; a utility contractor is anyone who digs 5 feet or deeper on a public or private project and where the cost of work exceeds \$100,000.
- B. Effective July 1, 2004 the law was modified where the cost of work has no dollar amount therefore anyone who digs 5 feet or deeper on a public or private project must have a utility license.
- C. “It shall be unlawful for any person to contract with any other person for the performance of utility contracting work who is known by such person to not have a current, valid license as a utility contractor pursuant to this chapter.” (O.C.G.A. 43-14-8.2(h)) Bids or proposals for utility contracting work will NOT be opened or considered unless the Utility Contractor License number is written on the face of the bid or proposal.

10. SUPPLIED EQUIPMENT:

- A. The City has purchased direct from the manufacturer/supplier, the following equipment:
1. Huber TrashMax Bar Screen
- B. Sales agreement (attached) have been issued to the supplier and delivery is expected after the installation contract is awarded. The successful Bidder will be required to take delivery of equipment, inspect the shipment along with the Engineer to determine correctness of content, inspect for damage and, if satisfied with the shipment, assume responsibility for the equipment, coordinate start up with the supplier, conduct successful startup and be responsible for any warranty claims until the project is fully operational.
- C. Sales information for each unit is attached. If the Contractor needs additional information regarding the equipment, a written request for additional information should be submitted by the contractor. The Contractor should not expect copies of the full shop drawings prior to bid.
- D. Each specification includes the specification of the product to be installed. It is the Contractor’s responsibility to understand which equipment he is furnishing and which equipment is furnished by the City.

11. GEOTECHNICAL REPORT:

- A. Attached for review is the Geotechnical Report prepared by Contour Engineering.

Not for Bid

STATE OF GEORGIA

COUNTY OF LIBERTY

EQUIPMENT PURCHASE AND SALE AGREEMENT

THIS EQUIPMENT PURCHASE AND SALE AGREEMENT (as amended, supplemented, or modified from time to time, the “**Agreement**”) is made and entered into as of the ~~1st~~ day of April 2022, by and between Huber Technology, Inc., a private company (hereinafter referred to as the “**Seller**”), and **CITY OF VILLA RICA, GEORGIA**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the “**Purchaser**”)

WITNESSETH:

WHEREAS, Seller is the owner of TrashMax Sturdy Coarse Screen Equipment (as more particularly described on the attached **Exhibit “A”**, the “**Equipment**”); and

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, said Equipment upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants, obligations and agreements hereinbelow set forth, and for other good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, Seller and Purchaser do hereby agree and bind themselves as follows:

ARTICLE I
SALE OF EQUIPMENT; PURCHASE PRICE

Section 1.01. Sale of Equipment. On the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser agrees to purchase, accept and acquire from Seller, the Equipment as more particularly described on the attached **Exhibit “A.”**

Section 1.02. Purchase Price. The purchase price for the Equipment shall be two hundred thirty thousand (\$230,000.00) dollars (the “**Purchase Price**”), which shall be payable by Purchaser to Seller in accordance with Section 1.03 in cash or other immediately available funds.

Section 1.03. Payment Terms. 90% payable net 30 days from the date of delivery of the entire equipment package. The balance of 10% is due 30 days after successful start-up by the manufacturer.

**ARTICLE II
DELIVERY OF EQUIPMENT**

Unless otherwise set forth in this Agreement, the Equipment shall be delivered to Purchaser's facility located at the Villa Rica West Wastewater Treatment Plant located at 205 Barber Industrial Court, Villa Rica, Georgia 30180, and title and liability for loss or damage shall pass to Purchaser only upon Purchaser's formal written acceptance of said Equipment and commencement of the unloading by the buyer's Contractor. Seller shall be solely liable for any loss or damage prior to commencement of off-loading; it being understood and agreed that acceptance by Purchaser shall not relieve Seller from any of its warranties or other obligations under this Agreement intended to survive such delivery. Seller shall bear all insurance and transportation expenses, including, but not limited to, any associated taxes, duties and other expenses incurred and documentation, licenses, or clearances required at port of entry and destination. Seller shall ensure that the equipment will be delivered on an open flat-bed truck and Purchaser is notified of the delivery time 24 hours prior to delivery.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.01. Representations and Warranties of Seller. As an inducement to Purchaser to enter into this Agreement and to purchase the Equipment, Seller represents and warrants to Purchaser as follows (all of which shall be deemed independently material notwithstanding any inspection by or knowledge of Purchaser):

(a) Title. Seller is the lawful owner of the Equipment and has good and marketable fee simple title to the same, free and clear of all debts, security interests, liens, encumbrances, and rights of others of any nature whatsoever.

(b) Additional Warranties. Seller warrants that the Equipment is capable of the specifications set forth in **Exhibit "A"**, attached to and made a part of this Agreement. Seller further warrants the Equipment to be free from defective material and workmanship and agrees to furnish free of charge any part or parts necessary to make good any defect arising due to a fault in material or workmanship of seller, provided that the claim for any such defect is made within 12 months after Equipment start-up. The foregoing is made in addition to, and not in lieu of or limitation to, any and all other warranties contained herein or otherwise made by Seller or created or implied in law or in fact, to include, without limitation, any warranties of fitness, warranties for a particular purpose, and warranties of merchantability.

(c) Organization. Seller is a private company duly created and validly existing, in good standing, under and by virtue of the laws of the state of North Carolina.

(d) Authorization. Seller has the full and complete right, power and authority to enter into this Agreement and to execute documents of conveyance of the Equipment; and the performance by Seller of its obligations hereunder has been duly and validly authorized by all necessary action on the part of the Seller and its constituent members, shareholders, partners, or principals, as the case may be; and no additional authorization, consent or permit is required.

(e) No Conflicting Agreements. This Agreement and the consummation of the transactions herein contemplated, and the fulfillment of and compliance with all of the provisions hereof will not conflict with or constitute on the part of Seller a violation of or a breach of or a default under any article, charter, instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement, document, or undertaking to which Seller is a party or by which Seller is otherwise subject or bound which would have an adverse impact on Seller's ability to perform its obligations hereunder.

(f) No Pending Litigation. There is no action, suit, arbitration, unsatisfied order or proceeding pending or, to the best of Seller's knowledge, threatened or contemplated against or affecting Seller or the Equipment wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement, or which would adversely and materially affect, in any way, the validity or enforceability of this Agreement or any agreement or instrument to which Seller is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) Binding Agreement. This Agreement has been duly executed and delivered by Seller and constitutes legal, valid and binding obligations of Seller enforceable in accordance with their respective terms.

(h) Signatories. The individual or individuals signing this Agreement on behalf of Seller has or have the right, legal power and actual authority to bind Seller to the terms and conditions of this Agreement.

(i) Damages. Seller understands that the equipment outlined in Exhibit "A" is a necessary and vital component to the Hinesville Pump Station Bar Screen Upgrade project. As such, Seller will be liable for any delays in delivery beyond the agreed contracted delivery date. The timeline for delivery of the equipment shall be 26 to 34 weeks (4 weeks for submittal and approval of shop drawings, and 22 to 30 weeks for delivery) from the date of execution of this Agreement. Damages will be assessed at \$1000 per week, not to exceed 10% of the contract value.

All of the foregoing warranties and representations of Seller shall survive consummation of the transaction herein contemplated and shall not be deemed merged in or terminated by any instrument of conveyance, but rather shall be incorporated and made a part or said instrument of conveyance. None of the foregoing warranties and representations shall

be affected by any investigation, prior knowledge, or verification by any party hereto or by anyone on behalf of any party hereto.

In support of the foregoing, Seller shall deliver to Purchaser such evidence or documents as may reasonably be required by legal counsel for Purchaser evidencing the organizational standing and status of Seller, and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement, as well as a certification that all of Seller's representations and warranties set forth in this Agreement remain true and correct.

Section 3.02. Representations and Warranties of Purchaser. As an inducement to Seller to enter into this Agreement and to sell the Equipment, Purchaser represents and warrants to Seller as follows (all of which shall be deemed independently material notwithstanding any inspection by or knowledge of Seller):

(a) Organization. Purchaser is a municipal corporation duly created and validly existing under and by virtue of the laws of the State of Georgia.

(b) Authorization. Purchaser has the full and complete right, power and authority to enter into this Agreement, and the performance by Purchaser of its obligations hereunder has been duly and validly authorized by all necessary action on the part of the Purchaser; and no additional authorization, consent or permit is required.

(c) Signatories. The individual or individuals signing this Agreement on behalf of Purchaser has or have the right, legal power and actual authority to bind Purchaser to the terms and conditions of this Agreement.

ARTICLE IV INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 4.01. Indemnification.

A. To the fullest extent permitted by Laws and Regulations, and to the extent that Seller is responsible, Seller shall indemnify and hold harmless Purchaser, and their officers, directors, shareholders, partners, employees, agents, consultants, contractors and subcontractors from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to a negligent act or omission or the breach of any obligation under this Contract by Seller, or its officers, directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Seller is responsible, provided that any such claim, cost, loss, or damage;

(a). Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods or Special Services themselves), including the loss of use resulting therefrom; and

(b) Is caused in whole or in part by any negligent act or omission of Seller or any individual or entity directly or indirectly employed to furnish any of the Goods or Special Services or anyone for whose acts Seller may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. The indemnification obligations of Seller under paragraph 4.01..A shall not extend to the liability of Engineer and Engineer's consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

(a) The preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

Section 4.02 Limitation of Liability.

A. Except as may otherwise be explicitly stated in these terms and conditions, in no event shall either party be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their respective obligations under this agreement, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise.

ARTICLE V MISCELLANEOUS MATTERS

Section 5.01. Attorneys' Fees. Should either party hereto employ attorneys, accountants, or other experts or incur other expenses in connection with the enforcement of performance or observance of any obligation or agreement on the part of the other herein contained, Seller and Purchaser (as the case may be) agree that they shall on demand therefor pay to the other party the reasonable fees of such attorneys, accountants, or other experts and such other reasonable expenses so incurred by the party seeking such performance to the extent such party prevails in any action pursued against the other in a court of competent jurisdiction.

Section 5.02. Neutral Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision

of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

Section 5.03. Relationship of Parties. Seller and Purchaser are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

Section 5.04. No Waiver. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Agreement may be waived by Seller or Purchaser unless such waiver is in writing and signed by such party.

Section 5.05. Time of the Essence. Time is of the essence of all provisions of this Agreement.

Section 5.06. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

Section 5.07. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

Section 5.08. Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Section 5.09. Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this

Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

Section 5.10. Facsimile or email as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or delivered email shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document.

Section 5.11. Nonassignability; Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assignable by either Seller without the prior written consent of Purchaser (which may be withheld, conditioned, delayed by Purchaser in its sole discretion).

Section 5.12. Governing Law and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia (excluding its conflicts of law rules). THE PARTIES FURTHER AGREE THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT, THE EQUIPMENT, OR ANY ACTIVITY OR UNDERTAKING CONTEMPLATED BY THIS AGREEMENT, SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND SELLER AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA (AS THE CASE MAY BE), AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT SELLER MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. THE PARTIES FURTHER ACKNOWLEDGE THAT NEITHER SELLER NOR PURCHASER HAVE ANY EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED HEREINABOVE, AND SELLER COVENANTS AND AGREES THAT IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED IN ANY OTHER COURT, PROVIDED, HOWEVER, THAT THIS SECTION MAY NOT SERVE TO FRUSTRATE ANY PROCEEDING BROUGHT IN ANY OTHER COURT OR OUTSIDE THE STATE OF GEORGIA TO ENFORCE A JUDGMENT ORIGINATING FROM THE SAID COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA.

Section 5.13. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Seller and Purchaser and no other Person is intended to be direct or incidental beneficiaries of this Agreement or otherwise entitled to enforce the terms hereof for any reason whatsoever.

Section 5.14. Interpretation. Titles of sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined and “including” means including without limitation. Whenever the context requires, each gender shall include all other genders. As used herein, “business day” means any day other than a Saturday, Sunday or other day on which commercial banks in Hinesville, Georgia are authorized or required to be closed. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day, the applicable date or period shall be extended to the first business day following such non-business day. The term “Effective Date” means the date when this Agreement has been fully executed by Seller and Purchaser, whichever last executed this Agreement, and any reference to the “date of this Agreement,” the “date hereof,” or any similar phrase shall refer to and mean the date of such execution.

[Signatures Appear on Following Page]

Not for Bid

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement by causing their names to be hereunto subscribed by their duly authorized representatives, under seal, all being done as of the day and year first above written.

PURCHASER:

THE CITY OF VILLA RICA, GEORGIA

(OFFICIAL SEAL)

By: Tom B. Barber
Name: Tom Barber
Its: City Manager

Attest: Alisa Dyer
Name: Alisa Dyer
Its: City Clerk

Date: 4/11/2022

[Signatures Continued on Following Page(s)]

Not for Bid

[Equipment Purchase and Sale Agreement – Signatures Continued]

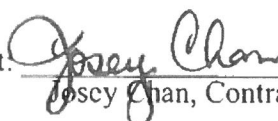
SELLER:

HUBER Technology, Inc.

(SEAL)



By: 
Henk-Jan van Ettehoven, President

Attest: 
Joscy Chan, Contract Administrator

Date: 4 / 07 / 2022

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Not for Bid

EXHIBIT A

Not for Bid



SCOPE OF SUPPLY

Villa Rica, GA

Equipment:
HUBER Coarse Screen: TrashMax®

Represented by:
Templeton and Associates
Jon Baker
(770) 614-8550
jon@templeton-associates.com

Regional Sales Director:
Steve Frank
(704) 990-2418
steve.frank@hhusa.net

Project Number: 475178
Spec. Section(s): 15531
Addenda: 0
Revision: 0
Bid Date: 11/1/2021

HUBER Technology, Inc.
1009 Airlie Pkwy, Denver, NC 28037
704-949-1010 | www.huber-technology.com

PROPOSAL ITEMS

1. Mechanically Cleaned Rake Screen \$ 230,000
2. Life cycle Cost \$ See attachment
3. Delivery time in days 210-252 days
4. Attach list of Equipment with model numbers supplied:
HUBER Technology, Inc. Trashmax 5260x2000x872/25

Not for Bid

Project Technical Data

Quantity of Screens	1	
Channel Width	4.00	ft
Channel Depth	15.75	ft
Channel Invert to Operating Deck EL	15.75	ft
Equipment Environment	Indoor	
Peak Hourly Flow (PHF) per Screen	10.00	MGD
Average Daily Flow (ADF) per Screen	[-]	MGD
Downstream Water Level During PHF	12.00	in
Downstream Water Level During ADF	[-]	in
Maximum Upstream Water Level	17.00	in
Maximum Headloss During PHF*	5.00	in

Screen Details

Screen Model	TrashMax 5260x2000x872/25
Quantity	1
Clear Bar Spacing	1 in
Inclination from Horizontal	80/40°
Discharge Height Above Invert	12.38 ft
Approximate Weight	7730
Material	304L stainless steel construction; pickled and passivated in acid bath
Upper Screening Bars	Fixed; rectangular profile; 8/60mm; 304L stainless steel construction; front face scraped
Lower Screening Bars	Fixed sickle shape; rectangular profile; 8/60mm; 304L stainless steel construction; rear face scraped
Chains	316L stainless steel links; polyamide rollers; ANSI 431 pins & bushes
Upper Sprocket & Bearing	304L stainless steel sprocket; greasable flange bearings
Motor Data	1.5HP, VFD, C1D1, 480VAC, 3 phase, 60Hz, SF 1.0
Supports	304L stainless steel construction
Anchor Bolts	M12, 316L stainless steel
Local Control Station	Not included
Level Control Device(s)	HydroRanger 200 differential with two (2) transducers (per screen)
Optional Adder(s)	None

Control Details

Controls
Per specification:
- 15531 as it applies to Huber Standard
Power Supply: 480VAC-3PH-60HZ
Panel Classification: NONE
Panel Location: Unknown
1 - Enclosure, NEMA 4X, 304 Stainless Steel w/ 3-PT Latch
1 - Main Disconnect, Circuit Breaker Type, w/Door Handle
1 - Variable Frequency Drive, Altivar 320, w/ CB Branch Circuit Protection
[2.0HP - 480VAC Max, Screen Drive]
1 - Surge Protection, 120VAC
1 - Control Power Transformer, 480VAC-120VAC, with Branch Circuit Protection
1 - Programmable Logic Controller, Allen-Bradley MicroLogix 1400 w/ Ethernet and Required IO
1 - Operator Interface Unit, Allen-Bradley PanelView 800, 4" Display
1 - 24VDC Power Supply
1 - Panel Heater, with Thermostat
1 - Lot, Circuit Breakers, 120VAC: [As Required]
1 - Lot, Pilot Lights, Transformer, Type: [As Required]
1 - Lot, Push Buttons: [As Required]
1 - Lot, Selector Switches: [As Required]

1 - Lot, Control Relays, Socket Type: [As Required]
1 - Lot, Terminal Blocks: [As Required]
1 - Lot, Intrinsically Safe Barrier: [As Required]
1 - Lot, Dry Contacts: [As Required]
1 - UL Label
1 - 12/18 Month Warranty
Screen Control Station:
Panel Classification: C1D1
1 - Enclosure, NEMA 7, Cast Aluminum
1 - Lot, Selector Switches: [As Required]
- Screen HOA
- Screen FOR
1 - Lot, Push Buttons:
- Emergency Stop

Spare Parts	
Two (2)	Rake blade with teeth

Freight and Startup Services	
2 days and 1 trip(s)	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Multi-Rake Bar Screen	TrashMax 5260x2000x872/25	1	Included
HUBER Control Panel		1	Included
Spare Parts			Included
Freight and Startup Services		2 days, 1 trips	Included
TOTAL:			\$230,000
Adder cost for Open Top Container:			+ \$4,000

This proposal has been reviewed for accuracy and approved for issue by: BG

Notes and Technical Clarifications

- HUBER Scope of Supply is based on bid documents dated 10/18/21 equipment section 15531.
- HUBER is in receipt of the following addenda:
No addenda.
- All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- Huber Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to Huber, whether Huber is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
- Specification 15531 indicates that a NEMA 7 local control station is required. However, the number of and type of devices was not specified. We have included a 3-Hole LCS using Huber standard configuration.
- HUBER will make all reasonable efforts to maintain the following schedule:
 - Submittals 4-6 weeks after acceptance of a written purchase order.
 - Equipment delivery 24-30 weeks after approved submittals or notice to proceed.



Power Consumption									
Motor	Power (HP)	Power (kW)	Hours/Day**	Days/Week**	1-Year Cost*	5-year Cost*	10-Year Cost*	20-Year Cost*	
TrashMax Drive	2		1.49	6	5	\$303	\$1,513	\$3,027	\$6,054

Spare Parts Estimate							
Equipment	Spare Part	Cost	Avg. Life Span (yr)	1-Year Cost	5-Year Cost	10-Year Cost	20-Year Cost
TrashMax	Upper Sprocket						
	Wheel	\$1,200.00	10	\$0	\$0	\$1,200	\$2,400.00
	Chain	\$7,500.00	10	\$0	\$0	\$7,500	\$15,000.00
	Motor	\$5,000.00	10	\$0	\$0	\$5,000	\$10,000.00
	Flange Bearing	\$150.00	10	\$0	\$0	\$300	\$600.00
	Rake	\$600.00	5	\$0	\$600	\$1,200	\$2,400.00
	Proximity Switch	\$200.00	10	\$0	\$0	\$200	\$400.00

TOTAL			
1-Year Cost	5-Year Cost	10-Year Cost	20-Year Cost
\$303	\$2,113	\$18,427	\$36,854

*Assumed a power rate of \$0.13/kWh

**Operation time based on normal operation with intermediate triggers to run based on time and water levels

***There are no yearly wear items, this is an estimate based on what is needed over the course of time

**REPORT OF
GEOTECHNICAL INVESTIGATION
West Plant Improvements
Barber Industrial Court
Villa Rica, Carroll County, Georgia
Contour Project No: G21SIE01**

December 27, 2021

Not for Bid

Prepared For:
Simonton Engineering
1050 Parkside Commons
Suite 101
Greensboro, Georgia 30642

December 27, 2021

Simonton Engineering
1050 Parkside Commons
Suite 101
Greensboro, Georgia 30642

Attention: Mr. Paul Simonton, P.E.


Reference: Report of Geotechnical Investigation
West Plant Improvements
Barber Industrial Court
Villa Rica, Carroll County, Georgia
Contour Project No: G21SIE01

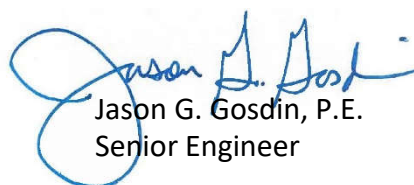
Dear Paul,

Contour Engineering, LLC (Contour) has completed the geotechnical exploration for the project referenced above in general accordance with the scope of services outlined in Contour's Proposal Number: G21SIM-734, dated November 16, 2021. The following report includes a summary of the project information and the findings from our subsurface investigation and evaluation.

We appreciate the opportunity to work with you on this project and look forward to assisting you with any future projects. Should you have any questions regarding this report or if we may be of further service, please contact our office.

Sincerely,
Contour Engineering, LLC


Eddie W. Sorrell Jr.
Project Engineer


Jason G. Gosdin, P.E.
Senior Engineer



Copies Submitted Via Email: Addressee



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APPENDIX

Figure 1 – Site Vicinity Map

Figure 2 – Aerial View of Site

Figure 3 – Boring Location Plan

Subsurface Profile Plate (1)

Boring Log Records (2)

Soil Classification Chart

Important Information About This Geotechnical Engineering Report



1.0 EXECUTIVE SUMMARY

A brief summary of pertinent findings, conclusions, and recommendations are presented below. This information should not be utilized in design or construction without reading the report in its entirety and paying attention to the recommendations in the text and Appendix.

Site Description: The subject property is located along the eastern portion of the Villa Rica West Waste Water Treatment facility campus in Villa Rica, Carroll County, Georgia. The subject property is located at 205 Barber Industrial Court. Currently, the site is developed with a pump station, underground vaults, and other support structures. The site is bordered to the west by a wooded area beyond which is the Villa Rica West Waste Water Treatment Plant, to the north by railroad tracks, and to the east and south by wooded areas beyond which is an un-named tributary of the Little Tallapoosa River. Ground cover consists of gravel and/or grassed areas.

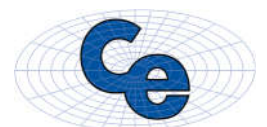
Project Description: Proposed site development activities will include construction of a concrete channel for screening of influent wastewater prior to the pump station. The project is currently in the preliminary phase; therefore, complete plans are not yet available. It is our understanding the proposed concrete channel will be installed approximately 12 to 16 feet below existing ground surface. For the purposes of this report, we have assumed maximum column and wall loads of 100 kips and 3 kips per linear foot (klf), respectively.

Subsurface Conditions: Beneath the surficial topsoil layer, the soil test borings encountered fill soils, residual soils, partially weathered rock, and/or auger refusal materials (rock) to depths ranging from 25 to 35 feet below existing ground surface. Onsite soils were classified as silty sands (SM) and sandy silts (ML). A significant portion of the soils were described as being wet.

Groundwater Considerations: Groundwater was encountered in both borings at a depth of approximately 9 feet below existing ground surface. Based on a proposed invert depth ranging from approximately 12 to 16 feet below existing ground surface, groundwater will likely be encountered during site construction activities, especially excavation activities for the proposed concrete channel. As a result, dewatering measures as well as "wet soil" subgrade remediation should be expected at the site. Should groundwater be encountered, the contractor should implement dewatering techniques to maintain groundwater levels a minimum of 2 feet below working subgrades.

Excavation Conditions: During our field activities, PWR was initially encountered in the borings at depths of approximately 17 to 22 feet below existing ground surface. Auger refusal material was encountered in boring B-2 at a depth of approximately 25 feet below existing ground surface. Based on an estimated invert depth for the proposed concrete channel ranging from approximately 12 to 16 feet below existing ground surface, some difficult excavation may be encountered during excavation activities.

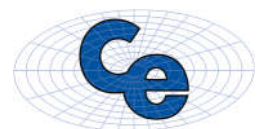
Foundation Recommendations: Based on the results of our subsurface exploration, the assumed loading conditions, the provided depth of the proposed concrete channel and upon completion of the recommended site preparation, the proposed underground concrete channel may be supported on conventional shallow foundation systems. A maximum allowable net bearing



pressure of 3,000 pounds per square foot (psf) may be used in the design of the shallow foundation system bearing on approved subgrade and/or structural fill.

Additional Information: Once site plans and structural loads are finalized, we recommend that a copy be forwarded to Contour so that we may review them in relation to the encountered subsurface conditions during our field exploration. At that time, we will review our recommendations regarding site preparation, excavation conditions, groundwater considerations and foundations. Please note that additional soil test borings and/or test pits may be required to finalize our recommendations.

Not for Bid



2.0 INTRODUCTION

2.1 Site and Project Description

The subject property is located along the eastern portion of the Villa Rica West Waste Water Treatment facility campus in Villa Rica, Carroll County, Georgia. The subject property is located at 205 Barber Industrial Court. Currently, the site is developed with a pump station, underground vaults, and other support structures. The site is bordered to the west by a wooded area beyond which is the Villa Rica West Waste Water Treatment Plant, to the north by railroad tracks, and to the east and south by wooded areas beyond which is an un-named tributary of the Little Tallapoosa River. Ground cover consists of gravel and/or grassed areas. A Site Vicinity Map (Figure 1) and Aerial View of the Site (Figure 2) are included in the Appendix of this report.

Proposed site development activities will include construction of a concrete channel for screening of influent wastewater prior to the pump station. The project is currently in the preliminary phase; therefore, complete plans are not yet available. It is our understanding the proposed concrete channel will be installed approximately 12 to 16 feet below existing ground surface. For the purposes of this report, we have assumed maximum column and wall loads of 100 kips and 3 kips per linear foot (klf), respectively.

Once site plans and structural loading information are finalized, we recommend that a copy be forwarded to Contour so that we may review them in relation to the encountered subsurface conditions during our field exploration. At that time, we will finalize our recommendations regarding site preparation, excavation conditions, groundwater considerations, and foundation support.

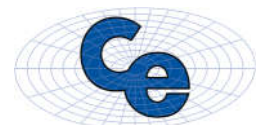
2.2 Scope of Work

This report presents the results of our geotechnical exploration and evaluation performed for the proposed West Plant Improvements in Villa Rica, Carroll County, Georgia. The purpose of this study was to perform a geotechnical exploration within the proposed area of development and provide recommendations for site design and construction.

Our services were provided in general accordance with the scope of services outlined in Contour's Proposal Number: G21SIM-734, dated November 16, 2021. The services rendered by this firm included a site reconnaissance, drilling and sampling of two (2) soil test borings, engineering analyses of obtained information, and preparation of this report.

Specifically, our geotechnical report addresses the following:

- Description of existing conditions including Site Maps, Boring Location Plan, Boring Log Records, and Subsurface Profile Plates;
- A description of the area and site geologic conditions;
- Recommendations for site preparation, excavation and grading, backfilling and compaction;



- Recommendations for subgrade preparation;
- Excavation conditions and the presence of very dense materials, partially weathered rock, or rock and the degree of difficulty of excavation;
- Recommendations for foundation design and construction including allowable bearing pressure and settlements; and
- Seismic information based on the International Building Code 2018.

Note: The scope of our geotechnical services did not include any environmental assessment or exploration for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site.

Not for Bid



3.0 FIELD EXPLORATION AND LABORATORY PROGRAM

3.1 Field Exploration

The field exploration consisted of a site reconnaissance and drilling and sampling of two (2) soil test borings, designated B-1 and B-2, within the proposed development area. Prior to mobilization for drilling activities the location of proposed concrete channel was identified by Simonton Engineering. Boring B-1 was offset due to utility conflicts. Boring B-2 was drilled within the designated area for the proposed concrete channel. Borings B-1 and B-2 extended to termination and refusal depths of 35 and 25 feet below existing ground surface, respectively.

The locations of the soil test borings were determined in the field by a Contour professional measuring distances and approximating right angles from the proposed concrete channel markings in the field. Therefore, the boring locations should be considered approximate. If more exact locations are desired, we recommend that a professional surveyor be engaged to locate the borings. The location of each boring is depicted on the Boring Location Plan included in the Appendix as Figure 3.

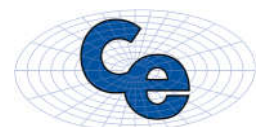
The sampling and penetration procedures of the soil test borings were performed in accordance with ASTM D-1586, using a power rotary drill. The standard penetration tests were accomplished by driving a standard 1-3/8" I.D. and 2" O.D. split spoon sampler with an automatic 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler a total of 18 inches, in 6-inch increments, was recorded. The Standard Penetration Test (SPT) value or "N" value is the summation of the last two 6-inch increments and is illustrated on the Boring Log Records adjacent to their corresponding depths, included in the Appendix. In very dense soils, the sample is driven a few inches rather than the 6-inch increment and the number of blows required versus the penetration depth is recorded. The penetration resistance or SPT value is used as an index to derive soil parameters from various empirical correlations.

Upon completion of the fieldwork, each of the boreholes was backfilled with grout prior to demobilization from the site. All recovered soil samples will be held in storage for a minimum of three (3) months within Contour Engineering, LLC's facility in Kennesaw, Georgia.

At the conclusion of our subsurface exploration activities, each of the boreholes were backfilled with soil cuttings prior to demobilization from the Site. Recovered soil samples from our field exploration will be held in storage for up to three (3) months within Contour's soil laboratory in Kennesaw, Georgia.

3.2 Laboratory Program

Representative portions of each recovered split-spoon sample were transported to our laboratory for further visual classification and testing. Using the Unified Soil Classification System (ASTM D-2487), the subsoil conditions are stratified and described in an illustrated form of soil profiles on the Boring Log Records included in the Appendix.



4.0 SITE AND SUBSURFACE CONDITIONS

4.1 Area Geology

Published information concerning the geology of the area indicates that the Site is located in the Piedmont Physiographic Province of Georgia. The Piedmont Physiographic Province is bounded on the northwest by the Blue Ridge Range of the Appalachian Mountains, and on the southeast by the leading edge of Coastal Plain sediments, commonly referred to as the "Fall Line". Numerous episodes of crystal deformation have produced varying degrees of metamorphism, folding and shearing in the underlying rock. The resulting metamorphic rock types in this area of the Piedmont are predominantly a series of Precambrian age schists and gneisses, with scattered granitic or quartzite intrusions.

Surficial soils in the Piedmont Region are derived from residual products of the in-place weathering of the parent rock. The residual soils are sometimes overlain by alluvial soils, which were transported and deposited by flowing water, or by man placed filled materials. The underlying rocks are primarily metamorphic gneiss, schist, and granite. The residual soils are generally clayey silts near the ground surface underlain by sandy silts and silty sands.

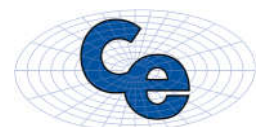
The boundaries between zones of soil, partially weathered rock (PWR), and bedrock are erratic and poorly defined. Weathering is often more advanced next to fractures and joints that transmit water, and in mineral bands that are more susceptible to decomposition. Boulders and rock lenses are sometimes encountered within the overlying PWR or soil matrix.

4.2 Soil Survey

According to the Natural Resources Conservation Service (NRCS) On-line Soil Surveys of Carroll County, Georgia, soils at the site are designated as Chewacla silt (Cfs), 0 to 2 percent slopes, frequently flooded; and Hulett gravelly sandy loam(HhC2), 6 to 10 percent slopes, eroded. A description of the identified on-site soil series is detailed below:

- *The Chewacla series* consists of very deep, somewhat poorly drained moderately permeable soils of the Piedmont and Coastal River Valleys. They are deep to bedrock, and formed in Alluvium. Slopes range from 0 to 2 percent; and
- *The Hulett series* consists of well drained, moderately high to highly permeable soils on stream terraces (riser or interfluve) of the Piedmont. The parent materials are clayey alluvium derived from hornblende gneiss and diorite.

Please note that the soil survey data is based on pre-developmental conditions. The native subsurface conditions depicted on the soil survey may have been altered during previous development of the site and are not necessarily representative of the current subsurface conditions encountered during our exploration.



4.3 Subsurface Conditions

Beneath the surficial topsoil layer, the soil test borings encountered fill soils, residual soils, partially weathered rock, and/or auger refusal materials (rock). Encountered surficial topsoil consisted of approximately a 2-inch layer. Thicker topsoil depths could be encountered in other areas.

Fill materials, soils that have been placed by man, were encountered in boring B-1 and extended to residual soils at a depth of approximately 5 to 6 feet below existing ground surface. The sampled fill materials were classified as sandy silts (ML) and had Standard Penetration Test (SPT) values of 7 blows per foot (bpf).

Residual (virgin) soils, formed by in-place weathering of the parent rock, were encountered beneath the surficial topsoil layer or fill materials and extended to partially weathered rock depths of approximately 17 to 22 feet below existing ground surface. The residual soils were classified as silty sands (SM) and sandy silts (ML) with SPT values ranging from 7 to 72 bpf.

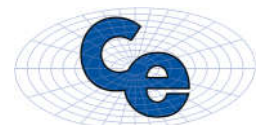
Partially weathered rock (PWR), locally defined as very dense soil/highly weathered rock with blow counts over 100 per foot, were encountered beneath the residual soils in both borings at depths of approximately 17 to 22 feet below existing ground surface.

Auger refusal material (rock), material that cannot be penetrated any further with the power auger, was encountered in boring B-2 at a depth of approximately 25 feet below existing ground surface.

4.4 Groundwater Conditions

The measurement of the depth below the existing ground surface to the groundwater table was attempted immediately following the completion of each boring. Groundwater was encountered during our field exploration at the time of drilling in both borings at a depth of 9 feet below existing ground surface. Due to an active facility being onsite, the borings were backfilled for safety and stabilized groundwater readings were not attempted. Groundwater levels in this area will fluctuate in response to local variations of precipitation and temperature and may be different at other times and areas.

Individual soil boring profiles are depicted on the Boring Log Records included in the Appendix. A Subsurface Profile Plate illustrating the subsurface soil is also included Appendix. Additionally, stratification lines represent the approximate boundaries between soil types. The actual transitions may be more gradual than depicted. The elevation data on the boring logs and profiles in the report was obtained from Google Earth™ and should be considered very approximate.



5.0 EARTHWORK RECOMMENDATIONS

5.1 Site Preparation

Prior to the commencement of construction, all vegetation, topsoil, and any other non-soil deleterious materials that fall within the limits of the proposed construction should be removed from the site. Upon completion of the clearing, stripping, and demolition, at-grade areas intended to support slabs, new fill, or foundations should be proofrolled with a 20-ton loaded tandem-axle dump truck or other pneumatic-tired vehicle of similar size and weight. The purpose of the proofroll is to locate soft, weak, or excessively wet soils present at the time of construction. Any unstable subgrades or unsuitable materials observed during proofrolling operations (materials that exhibit excessive pumping or rutting) should be undercut and replaced with structural fill or stabilized in place with crushed stone underlain with a geogrid (such as Tensar TX-140) prior to building construction and/or additional fill placement.

5.2 Excavation Conditions

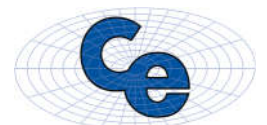
During our field activities, PWR was initially encountered in the borings at depths of approximately 17 to 22 feet below existing ground surface. Auger refusal material was encountered in boring B-2 at a depth of approximately 25 feet below existing ground surface. Based on an estimated invert depth for the proposed concrete channel ranging from approximately 12 to 16 feet below existing ground surface, some difficult excavation may be encountered during excavation activities.

During mass excavations, dense or hard soils and partially weathered rock can usually be removed by ripping with a single-tooth ripper mounted to a large crawler tractor. In confined excavations, removal of these materials typically requires the use of large backhoes. Refusal materials and materials that cannot be removed by ripping will require blasting.

At this site, partially weathered and rock profiles are irregular and the depth of the partially weathered rock and rock can vary dramatically over a short distance. Within the partially weathered rock, rock lenses may be encountered require difficult excavation techniques for removal. Rock may also be encountered closer to the surface than indicated by the soil test borings or intermediate of the boring locations. The following definitions for rock are presented as a general guideline for rock quantification in the project specifications.

Mass Excavation

Any material that cannot be excavated with a single-tooth ripper mounted on a crawler tractor having a minimum draw bar pull rated no less than 80,000 pounds (Caterpillar D-8 or equivalent) and having an original volume of at least one (1) cubic yard. These materials will require blasting techniques for removal.



Confined Excavation

Any materials that cannot be excavated with a large backhoe having a curling force of no less than 40,000 pounds (John Deere 790 or equivalent) and having an original volume of at least one-half (1/2) cubic yard.

5.3 Structural Fill

All structural fill should be free of organics, with a maximum particle size of 3 inches, and moisture conditioned to maintain a moisture content within two percentage points above or below the soil's optimum moisture content as determined by the Standard Proctor tests (ASTM D-698).

Off-site borrow materials may also be used as structural fill provided that they have a liquid limit (LL) and a plastic index (PI) not exceeding 40 and 20 percent, respectively. All structural fill should be free of organics and moisture conditioned to maintain a moisture content within two percentage points above and below the soil's optimum moisture content.

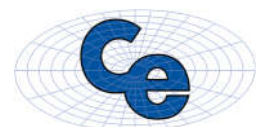
All structural fill to be used on site should be evaluated and approved by the geotechnical engineer to confirm that the material meets the specified requirements. Laboratory tests including Standard Proctors (ASTM D-698), sieve analysis (ASTM D-6913) and Atterberg Tests (ASTM D-4318) will be required during construction on the proposed fill soils to evaluate the soil's suitability to be reused as structural fill.

Off-Site Borrow Materials

Off-site borrow material or imported fill may also be used if it has a liquid limit (LL) and a plastic index (PI) not exceeding 40 and 20 percent, respectively. Therefore, laboratory tests including standard Proctors (ASTM D-698), soil particle size analysis (ASTM D-422) and Atterberg Limits Test (ASTM D 4318), etc. will be required during construction on the proposed borrow/fill soils to verify that their characteristics match the specified criteria.

Suitability of On-Site Soils

The on-site residual soils generally appear suitable for re-use as structural fill provided that the soils are placed in accordance to the recommendations outlined in this report. Groundwater was encountered in a significant portion of the site. Therefore, it should be expected that soils near the groundwater elevations will be over optimum moisture content and will require mechanical or chemical drying techniques prior to reuse as structural fill. We recommend that bulk samples be collected from these areas for laboratory testing such as natural Moisture Content tests (ASTM D-2216), Standard Proctors (ASTM D-698), sieve analysis (ASTM D-6913), and Atterberg Limits Tests (ASTM D-4318) will be required during construction on the proposed fill soils to verify that their characteristics match the specified criteria.



Soil Placement and Compaction Requirements

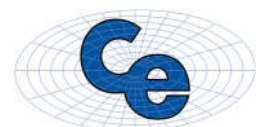
Structural fill should be placed in thin loose lifts not exceeding 8 inches in thickness and tested by a soils technician to determine the compaction percentage. Contour recommends that the following minimum level of compaction:

- Pavement Areas - Compact the upper 18 inches of subgrade in fill areas and the upper 12 inches in cut areas to 98 percent of the soil's maximum standard Proctor density value (ASTM D-698) and 95 percent of the soil's maximum standard Proctor density value below this level.
- Utility Areas - Compact the upper 18 inches of the subgrade to 98 percent of the soil's maximum standard Proctor density value (ASTM D-698) and 95 percent of the soil's maximum standard Proctor density value below this level.

5.4 Groundwater and Drainage Considerations

Groundwater was encountered in both borings at a depth of approximately 9 feet below existing ground surface. Based on a proposed invert depth ranging from approximately 12 to 16 feet below existing ground surface, groundwater will likely be encountered during site construction activities, especially excavation activities for the proposed concrete channel. As a result, dewatering measures as well as "wet soil" subgrade remediation should be expected at the site. Should groundwater be encountered, the contractor should implement dewatering techniques to maintain groundwater levels a minimum of 2 feet below working subgrades. We anticipate that dewatering will be performed by pumping from sumps and/or installing drain pipes. The dewatering system should be based on the final plans and designed by the contractor.

Temporary and permanent site drainage should be planned and maintained to promote drainage away from all improvements during and after construction. Moreover, permanent site drainage should be established to prevent subgrade soils beneath pavements and slabs from becoming saturated and to minimize potential distress. Surface drainage should be directed away from proposed building structures. All roof drains should be tied directly to a storm sewer by closed pipes. Landscape irrigation should also be minimized to reduce future maintenance problems. Additionally, maximum practical grades should be utilized to reduce the likelihood of ponding water on or adjacent to flatworks. Care should be taken to properly seal and maintain all flatwork that abuts building structures to minimize the intrusion of water.



6.0 DESIGN RECOMMENDATIONS

6.1 Foundation Support

Based on the results of our subsurface exploration, the assumed loading conditions, the provided depth of the proposed concrete channel and upon completion of the recommended site preparation, the proposed underground concrete channel may be supported on conventional shallow foundation systems. A maximum allowable net bearing pressure of 3,000 pounds per square foot (psf) may be used in the design of the shallow foundation system bearing on approved subgrade and/or structural fill.

Bottoms of foundation excavations should be evaluated by a geotechnical engineer prior to placement of reinforcing steel and concrete to verify that adequate bearing materials are present and that all debris, mud, and loose, frozen or water-softened soils are removed. Any soft/poor consistency soils will require reworking (removal, moisture conditioning and compaction) or undercutting and replacement with crushed stone.

Foundation excavations should be concreted as soon as practical after they are excavated. Water should not be allowed to pond in any excavation. If an excavation is left open for an extended period, a thin mat of lean concrete should be placed over the bottom to minimize damage to the bearing surface from weather or construction activities. Foundation concrete should not be placed on frozen or saturated subgrades.

Based on the boring data and assumed structural loading conditions, we anticipate that total settlement will be less than 1-inch with differential settlement being less than half of the total settlement. Careful field control will contribute substantially to minimizing potential settlements.

6.2 Concrete Retaining/Below Grade Wall Design

Any below grade or on-site concrete below grade walls will be subjected to lateral earth pressures. Walls that are relatively rigid or fixed at the top and bottom may be subjected to "at-rest" earth pressures. Walls that are allowed to have sufficient movement and not fixed at the top will be subjected to "active" pressures.

The following lateral earth pressure parameters are recommended for design in residual soils or structural fill.

Earth Pressure Coefficient	Earth Pressure Value	Equivalent Fluid Density (pcf)
At-Rest (K_0)	0.53	63.6
Active (K_A)	0.36	43.2
Passive (K_P)	2.77	332

These values assume that the wall has horizontal backfill and no surcharge loads such as from adjacent structures. A moist unit weight of 120 pounds per cubic foot, a phi angle of 28 degrees



and a sliding coefficient of 0.53 may be used in the ultimate design value of retaining walls. Typically, a factor of safety of 1.5 is used for the passive earth pressure and coefficient of friction.

The recommended equivalent fluid pressures assume that constantly functioning drainage systems are installed between walls and soil backfill to prevent the accidental buildup of hydrostatic pressures and lateral stresses in excess of those stated. If a functioning drainage system is not installed, then lateral earth pressures should be determined using the buoyant weight of the soil (approximately 58 pcf). Hydrostatic pressures calculated with the unit weight of water (62.4 pcf) should be added to these earth pressures to obtain the total stresses for design.

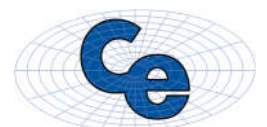
The surcharge and lateral loads from tractors and other heavy equipment operating within 10 feet of below grade walls should be added to the lateral loads cited in this section of the report. If foundations or other surcharge loadings are located a short distance outside below grade walls, they may also exert appreciable additional lateral pressures that must be considered.

The retaining wall/below grade wall recommendations listed above should not be correlated with soil parameters for use in Segmental Retaining Wall/MSE Wall design. In the event that Retaining Walls are constructed as MSE Walls, we recommend that design soil parameters be established through appropriate laboratory testing by the wall designer.

6.3 Seismic Recommendations

Based on the 2018 International Building Code (IBC), the boring data gathered during this exploration, and the geological features of the Piedmont Physiographic Province of Georgia, it is our opinion that the Seismic Site Classification is "D". The soil profile named "Stiff Soil Profile" was determined from Chapter 20 of ASCE-7.

Not for Bid



7.0 QUALIFICATION OF RECOMMENDATIONS

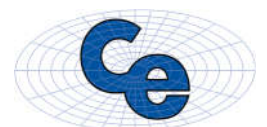
This report has been prepared based on currently accepted geotechnical engineering principles and practices in the local area for the specific application of this project.

The analyses and recommendations presented in this report are based upon information and our understanding of the Site and the data obtained from our field exploration. If there are any revisions to the plans for this project, we should be permitted to determine if the recommendations must be modified. The nature and extent of variations between borings will not be evident until the course of construction. If such variations become evident, it may be necessary to submit supplementary recommendations.

Regardless of the thoroughness of a geotechnical study, there is always a possibility that subsurface conditions will be different from those at the boring locations; that conditions will not be as anticipated by the designers or contractors; or that the construction process will alter soil conditions. Therefore, the geotechnical engineer's representative should observe and confirm that the conditions indicated by the geotechnical exploration actually exist.

This report and all of the contents herein are issued exclusively for use by Simonton Engineering. No other person or entity may rely on this report without written authorization from Contour Engineering, LLC. Any use, reliance on, or decisions to be made based on this report by a third party are the responsibilities of such third parties.

Not for Bid



APPENDIX

Figure 1 – Site Vicinity Map

Figure 2 – Aerial View of Site

Figure 3 – Boring Location Plan

Subsurface Profile Plate (1)

Boring Log Records (2)

Soil Classification Chart

Important Information about This Geotechnical-Engineering Report

Not for Bid



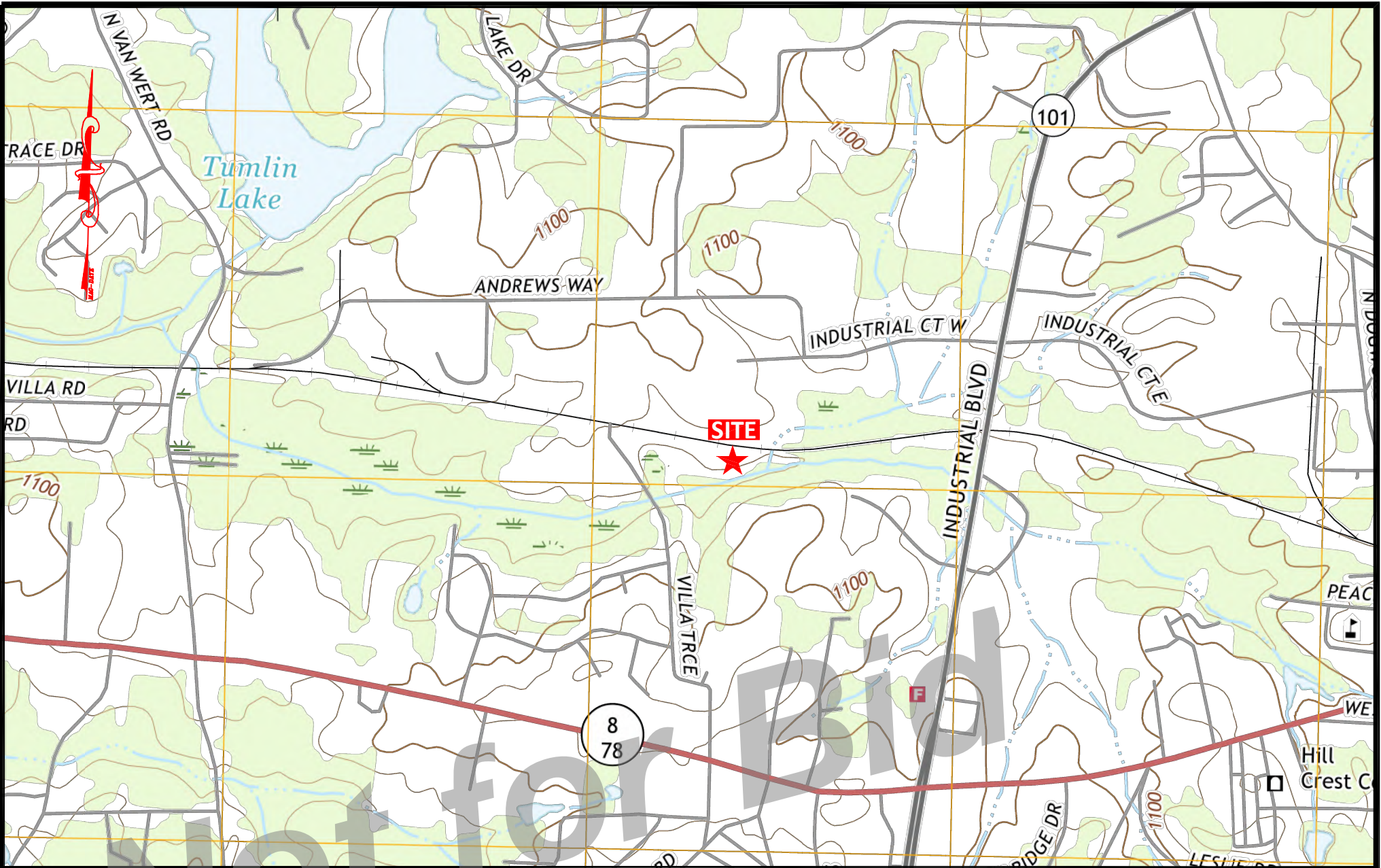


FIGURE 1: SITE VICINITY MAP

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LEGEND

Source: USGS Topographic Map -
Villa Rica, GA Quadrangle

Scale: Not to Scale

PROJECT

Geotechnical Exploration
West Plant Improvements
Villa Rica, Carroll County, Georgia
Project No.: G21SIE01

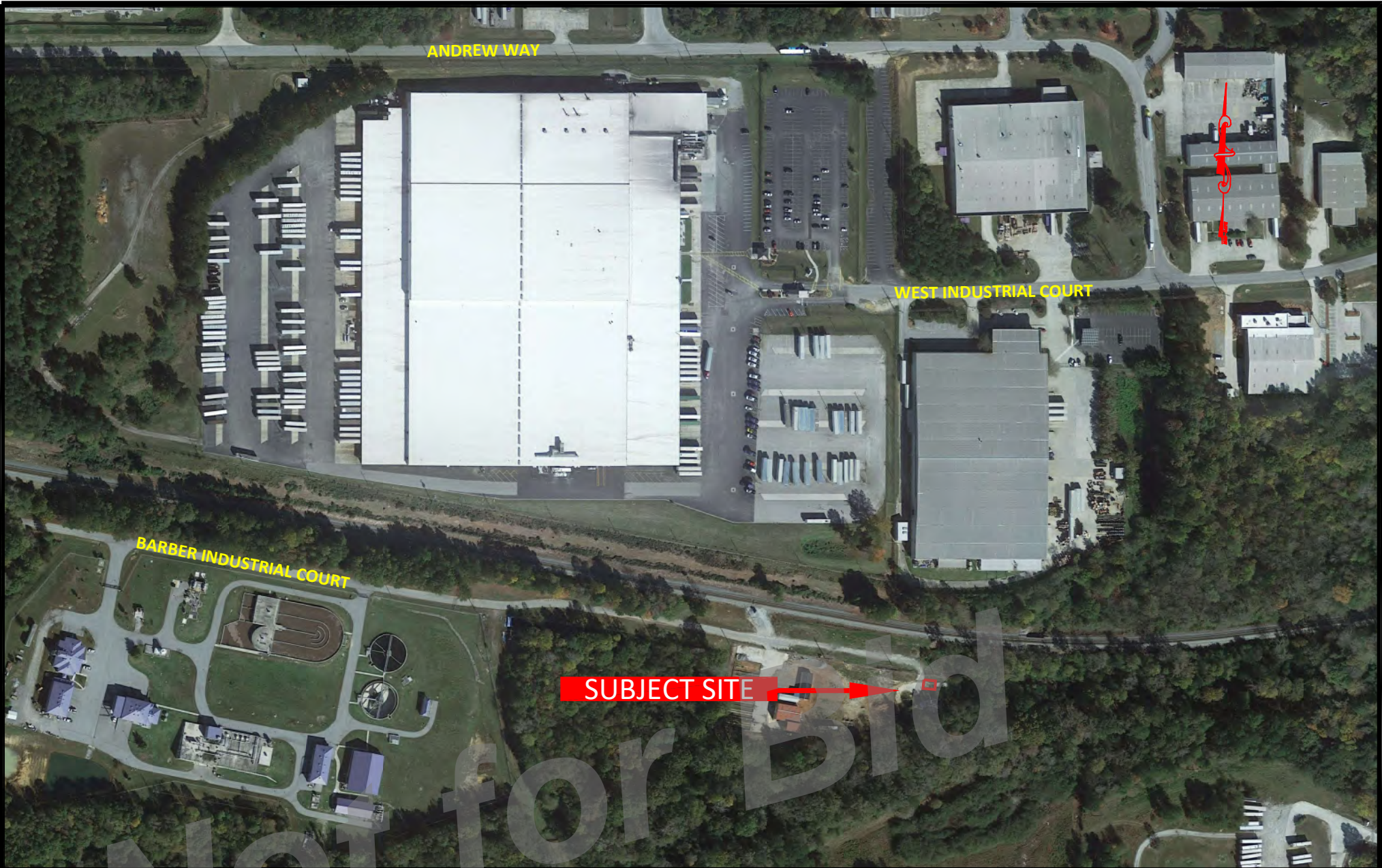


FIGURE 2: AERIAL VIEW

LEGEND

SOURCE: GOOGLE EARTH

Scale: Not to Scale

PROJECT

Geotechnical Exploration
 West Plant Improvements
 Villa Rica, Carroll County, Georgia
 Project No.: G21SIE01




NOTE: Site Plan Provide by Others

FIGURE 3: BORING LOCATION PLAN

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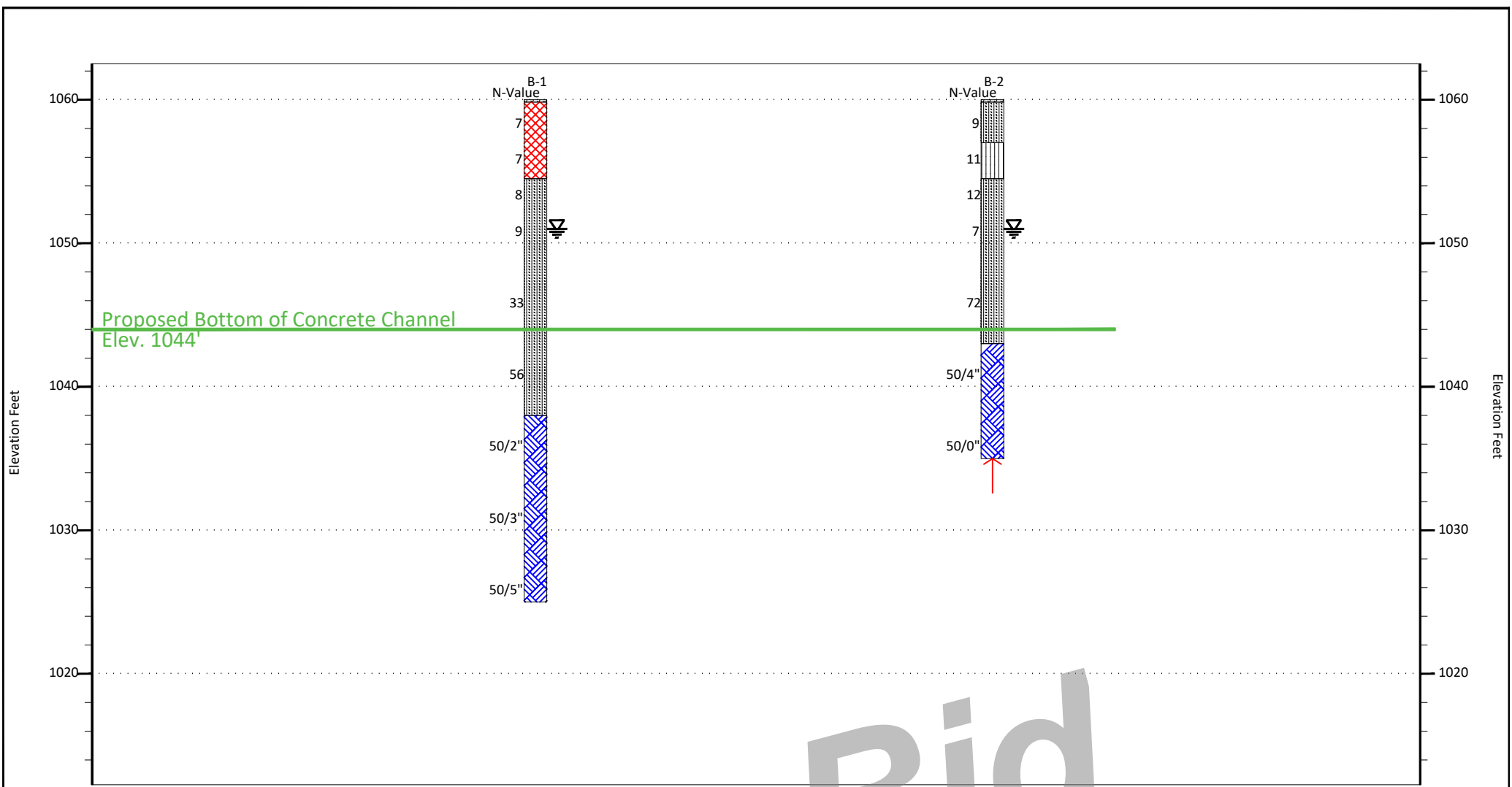
LEGEND

- B-1**
-  - Approximate Boring Locations

Scale: Not to Scale

PROJECT

Geotechnical Exploration
West Plant Improvements
Villa Rica, Carroll County, Georgia
Project No.: G21SIE01



Not for Bid

LEGEND

- Topsoil
- Fill Materials
- Groundwater Level at Time of Boring
- Auger Refusal Material
- Silty Sand (SM)
- Sandy Silt (ML)
- Partially Weathered Rock

NOTE: This profile is a visual representation of the soil test borings and does not represent actual horizontal alignment of the borings

SUBSURFACE PROFILE

West Plant Improvements
Villa Rica, Carroll County, Georgia

PROJECT #	DATE	PLATE
G21SIE01	12/08/2021	1 of 1

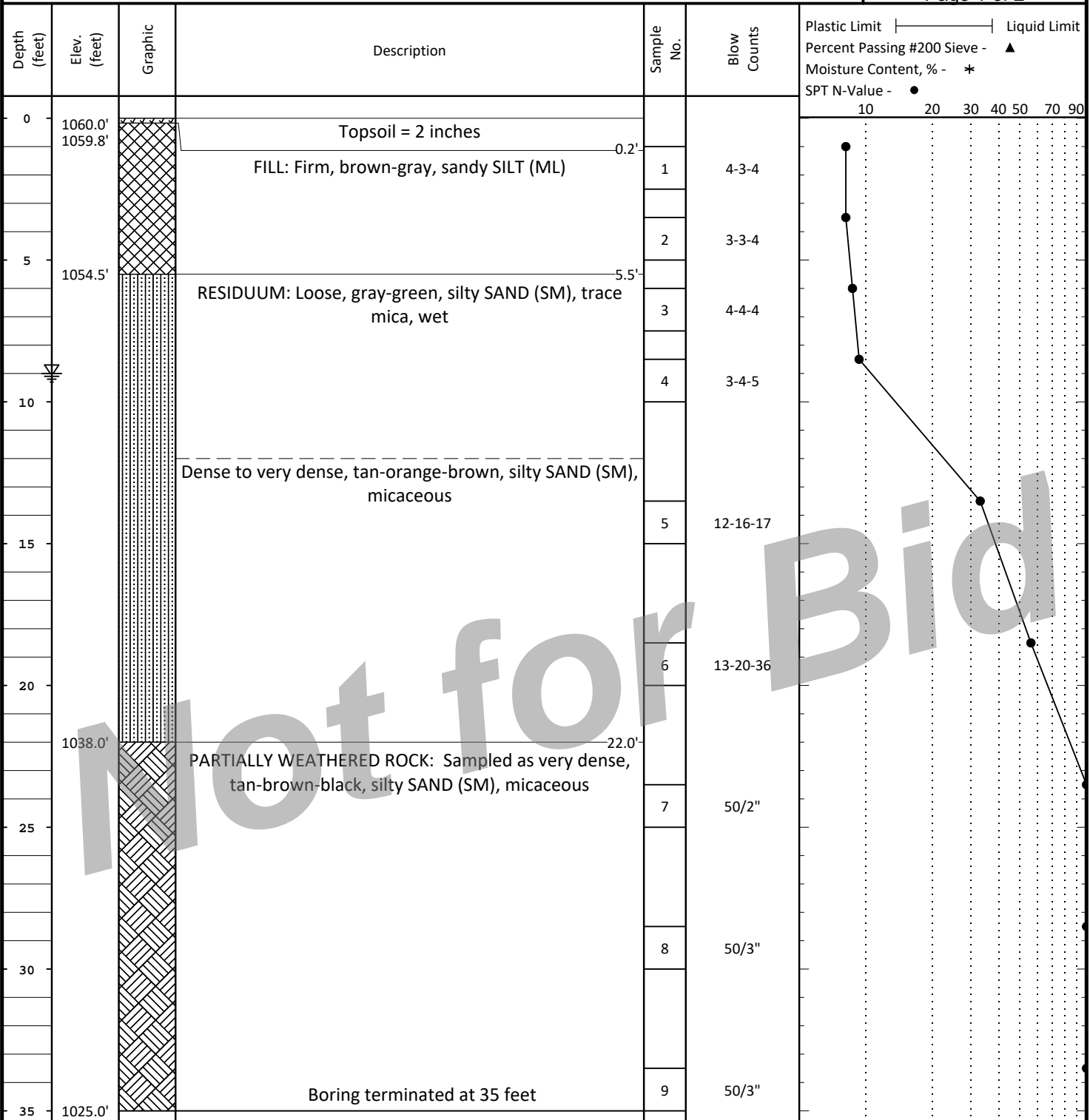
Borehole	Top Elev. (ft.)	Boring Depth (ft.)	Termination or Refusal
B-1	1060	35	TERMINATED
B-2	1060	25	AUGER REFUSAL



PROJECT: West Plant Improvements PROJECT NO.: G21SIE01
 CLIENT: Simonton Engineering
 PROJECT LOCATION: Villa Rica, Carroll County, Georgia
 ELEVATION: 1060 feet LOGGED BY: Eddie Sorrell
 DRILLING METHOD: Hollow Stem Auger DATE: 12/08/2021
 GROUNDWATER DEPTH: INITIAL ∇ 9 feet 24 HOURS: ∇ NM CAVE IN: C

LOG OF BORING
No.
B-1

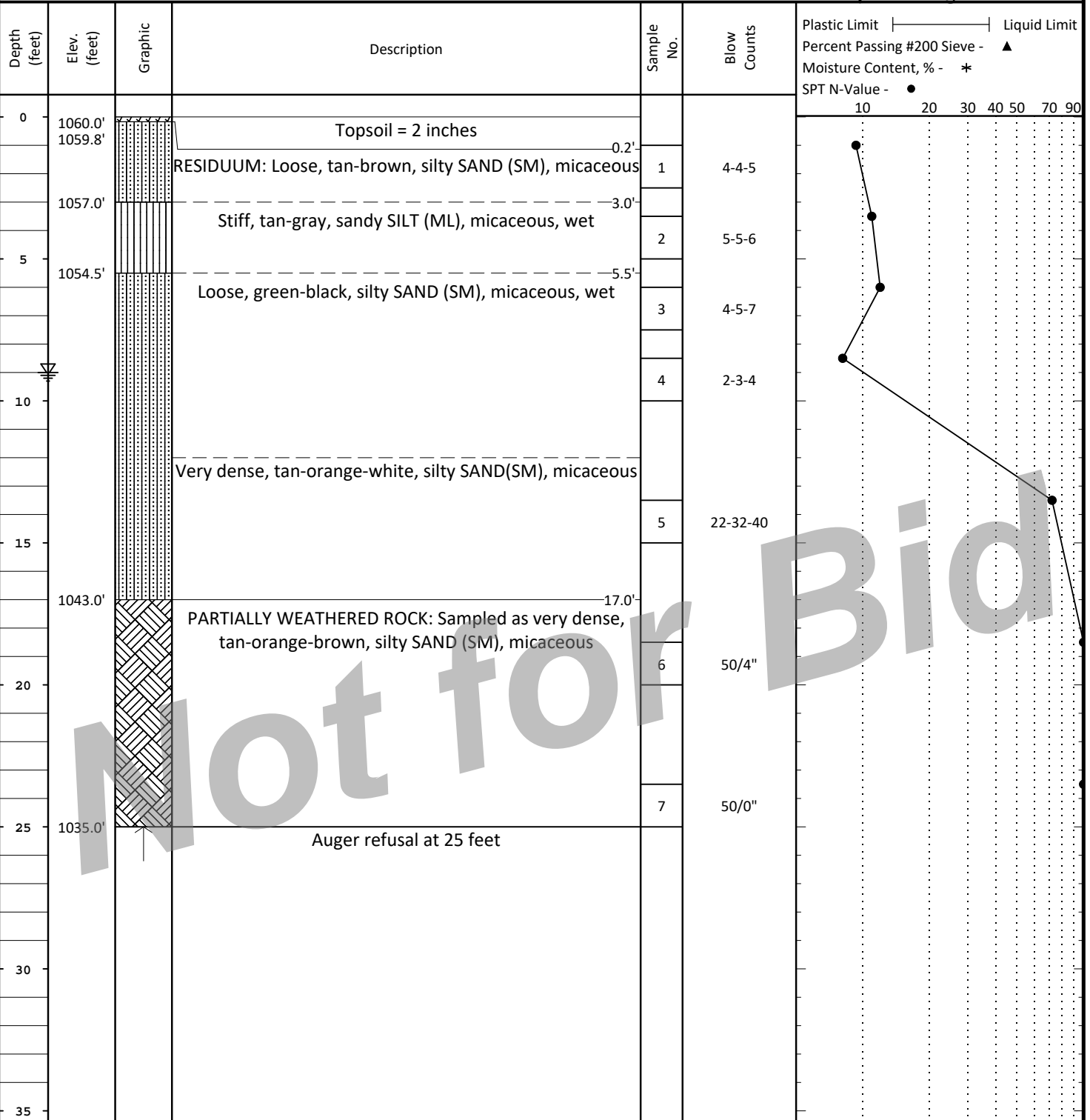
This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: West Plant Improvements PROJECT NO.: G21SIE01
 CLIENT: Simonton Engineering
 PROJECT LOCATION: Villa Rica, Carroll County, Georgia
 ELEVATION: 1060 feet LOGGED BY: Eddie Sorrell
 DRILLING METHOD: Hollow Stem Auger DATE: 12/08/2021
 GROUNDWATER DEPTH: INITIAL ∇ 9 feet 24 HOURS: ∇ NM CAVE IN: C

LOG OF BORING
No.
B-2

This information pertains only to this boring and should not be interpreted as being indicative of the site.



SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
<p>COARSE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</p>	<p>GRAVEL AND GRAVELLY SOILS</p>	<p>CLEAN GRAVELS</p>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		<p>(LITTLE OR NO FINES)</p>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		<p>GRAVELS WITH FINES</p>		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		<p>(APPRECIABLE AMOUNT OF FINES)</p>		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	<p>SAND AND SANDY SOILS</p>	<p>CLEAN SANDS</p>		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		<p>(LITTLE OR NO FINES)</p>		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		<p>SANDS WITH FINES</p>		SM	SILTY SANDS, SAND - SILT MIXTURES
		<p>(APPRECIABLE AMOUNT OF FINES)</p>		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
<p>FINE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</p>	<p>SILTS AND CLAYS</p> <p>LIQUID LIMIT LESS THAN 50</p>		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
			OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	<p>SILTS AND CLAYS</p> <p>LIQUID LIMIT GREATER THAN 50</p>		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
			CH	INORGANIC CLAYS OF HIGH PLASTICITY	
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
<p>HIGHLY ORGANIC SOILS</p>				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

PROPOSAL

City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Submitted: _____, _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in full respect fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans and Specifications for the work and Contractual Documents relative thereto, and has read all Special Provisions and General Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if the Proposal is accepted, to contract with the City of Villa Rica in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work, in full and in complete accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents, to the full and entire satisfaction of the City of Villa Rica with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for prices on the following pages.

The Bidder further proposes and agrees hereby to commence work under his Contract, with adequate force and equipment, on a date to be specified in written order of the ENGINEER and shall fully complete all work hereunder within one-hundred and twenty (120) consecutive days (or forty-five [45] consecutive days after delivery of the Huber TrashMax bar screen) from and including said date.

West Plant Influent Screen
for
City of Villa Rica
SE Project No. 2021-136

Item No.	Estimated Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Clearing & Grubbing		\$
2	1	LS	Grading		\$
3	1	LS	Demolition		\$
4	150	LF	Silt Fence	\$	\$
5	1	LS	Grassing		\$
6	1	EA	Construction Exit		\$
7	1	LS	Bypass Complete		\$
a.	1	EA	Conn. To Existing Force Main w/ Tapping Valve Sleeve	\$	\$
b.	35	LF	10" PVC Force Main	\$	\$
c.	1	EA	Conn. To Existing Manhole - 10" Force Main		\$
d.	4	EA	Conn. To Existing Manhole - 15" Gravity Sewer	\$	\$
e.	65	LF	15" PVC Gravity Sewer	\$	\$
f.	1	LS	Bypass Pumping		\$
8	1	LS	Wetwell Coating		\$
9	1	LS	Screen Channel		\$
10	1	LS	Connect to Existing WetWell		\$
11	2	EA	Blower Installation Complete	\$	\$
12	1	LS	Replacement of Gas Sensor		\$
13	1	EA	Screen Installation		\$
14	1	LS	Electrical		\$
15	1	LS	Roof Installation & Structure		\$
16	1	LS	Mobilization		\$
TOTAL					\$
					-

The Bidder declares that he understands that the quantities shown for unit price items, are approximate only, are valid only upon written authorization of the ENGINEER, and are subject to either increase or decrease and that should the quantities of any items of work be increased, the Bidder proposes to do the additional at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities, and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within One-Hundred Twenty (120) or (or Forty-Five [45] consecutive calendar days after delivery of the Huber TrashMax bar screen) consecutive calendar days thereafter, whichever is the longest.

The undersigned further agrees that, in case of failure on his part to execute the Construction Contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Villa Rica as liquidated damages for such failure, otherwise the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ or a Bid Bond by the _____ in the amount of _____ Dollars (\$ _____) made payable to the _____, in accordance with the conditions of the advertisement and provisions herein.

Not for Bid

Submitted:

By:

Title:

Bidders Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Bonding Agent: _____

Physical Address: _____

Telephone Number: _____

Underwriters Name: _____

Physical Address: _____

Telephone Number: _____

FAILURE TO COMPLETE THIS SECTION IS GROUNDS FOR REJECTION

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

Not for Bid

EXPERIENCE AND REFERENCES

The Bidder shall state what work he had done (minimum of three) of similar nature to that bid for, and give references that will afford the Owner opportunity to judge as to experience, skill, business standing and financial ability. Failure to complete this section is grounds for rejection.

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany proposals submitted for construction of _____

Full legal name of Bidder _____

Business Address _____

Business Phone Number _____

Bidder is a (check one) Corporation _____ Partnership _____ Individual Proprietorship _____ Other (Specify) _____

When Organized? _____ When Incorporated? _____

If Bidder is a partnership, list all names of all partners _____

How many years have you been engaged in the contracting business under the present firm name _____

Will you, if requested by the Owner, furnish to them your most recent Financial Statement within 48 hours after bid taking? _____ If yes, give date of statement _____

Credit available for this contract \$ _____

Contracts now in hand, Gross Amount \$ _____

Have you ever refused to sign a contract at your original bid? _____

Do you have a Georgia Utility Contractor's License? _____ If yes, number? _____

Have you ever defaulted on a contract? _____

Remarks _____

(The above statements must be subscribed and sworn to before a Notary Public)

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

Firm Name: _____

(Notary Public)

By: _____
(Title)

REFERENCES:

Provide references for work done, minimum of six, three within the last 12 months of similar size and nature and a listing of all jobs performed in the last 12 months. References will afford the owner opportunity to judge as to capabilities and performance of the contractor.

Provide name, brief description, address, phone number, and contact person for each project listed. Failure to complete this section in its entirety will be grounds for rejection.

Not for Bid

LAWFUL PRESENCE AFFIDAVIT

Pursuant to O.C.G.A. § 50-36-1, all persons who - either on behalf of themselves or on behalf of an individual, business, corporation, partnership, or other private entity - apply for certain public benefits must (1) be eighteen years of age or older and (2) submit an affidavit that they are lawfully present in the United States. Public benefits, as defined by O.C.G.A. § 50-36-1(a)(3)(A), include any grant, contract, loan, professional license, or commercial license provided by an agency of State or local government or by appropriated funds of a State or local government.

I, _____, swear or affirm under penalty of perjury under the laws of the State of Georgia that I am 18 years of age or older and (check one):

___ I am a United States citizen, or

___ I am a legal Permanent Resident of the United States, or

___ I am a qualified alien (other than as a permanent resident) or nonimmigrant in the United States pursuant to Federal law.

The secure and verifiable document provided with this affidavit can best be classified as:

I understand that this sworn statement is required by law because I have applied for a public benefit and/or a business license on my behalf as an individual or on behalf of a business, corporation, partnership, or other private entity. I understand that state law required me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit as listed above. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Georgia under O.C.G.A. § 16-10-20 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Title

*Alien Registration # for Non-citizens

Business Name

TIN or SSN

If this affidavit is not presented in person, applicant must submit a notarized copy of this affidavit.

Notarized this ___ Day of _____, in the State of _____,

County of _____

Notary

Commission Expires

*Note: O.C.G.A § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act., Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Another Identifying Number

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number/E-verify User Number

Date of Authorization/Date of contract between Contractor and Public Employer

Legal Name of Contractor (please print)

Legal Address of Contractor

City, State, & Zip Code

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ of _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20__.

Notary Public

Commission Expires

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____, herein called "OWNER" acting herein through _____ and _____, of _____, County of _____, and State of _____, herein called "CONTRACTOR".

WITNESSETH: that for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, and the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

WEST PLANT PUMP STATION SCREEN ADDITION
FOR
THE CITY OF VILLA RICA

hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal; the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and Contract Documents therefore as prepared by Simonton Engineering, LLC., herein entitled the ENGINEER, and as enumerated in Paragraph 1 of the Supplementary General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within One-Hundred Twenty (120) or (or Forty-Five [45] consecutive calendar days after delivery of the Huber TrashMax bar screen) consecutive calendar days thereafter, whichever is the longest.

The Contractor further agrees to pay, as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as hereinafter provided in Section 01001, Paragraph 1.11.

The owner agrees to pay the contractor in current funds for the past performance of the contract subject to additions and deductions as provided in the General Conditions, Article 14 of the contract. Retainage on progress payments shall be ten (10) percent until the project is substantially complete (80% or more) at which point retainage may be reduced to 5% depending on the contractor's progress related to schedule and workmanship.

Not for Bid

IN WITNESS WHEREOF, the parties present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST

(Secretary)

(Witness)

(Secretary)

(Witness)

(Owner)

By _____

(Title)

(Contractor)

By _____

(Title)

(Address and Zip Code)

Not for Bid

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

1. REFERENCE

By reference, "The Performance Bond and Payment Bond", E.J.C.D.C. Document C-610 and C-615, 2007 Edition, pages 1 through 2 of each inclusive, is a part of this Contract.

Not for Bid

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

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

P/E National Society of
Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Not for Bid

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *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.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases 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. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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
2. 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.

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.

3.06 *Electronic Data*

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

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data 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 such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent 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 each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, 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;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, 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.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. 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 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or 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 for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - 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 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 and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, 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.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. 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.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If 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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, 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, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

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

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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 Documents; 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 moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTAL CONDITIONS

01. GENERAL CONDITIONS:

The "Standard General Conditions of the Construction Contract", Engineers Joint Contract Documents Committee, 2007 Edition, Articles 1 through 17 inclusive, included herein preceding these supplements, is a part of this Contract.

ARTICLE 5 - BONDS & INSURANCE

5.04 B 1& 2 Contractor's protective liability insurance, with minimum limits as follows:

General Liability – \$1,000,000 per occurrence;

Damage to rented premises – \$100,000 per occurrence;

Personal injury including death – \$1,000,000 for each occurrence;

General aggregate – \$2,000,000 per project;

Property damage - \$100,000 for each and \$200,000. for the aggregate for operations.

Contractor's automobile liability insurance (including contractual liability insurance as applicable to the Contractor's obligations under paragraph 6.20) with minimum limits as follows:

Automobile liability – \$1,000,000 per occurrence;

Workers compensation – Statutory coverage and \$1,000,000 Employers liability limit.

- (a) Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted.
- (b) The policy shall provide completed operations coverage, and such coverage shall be maintained by the Contractor for a period of one year from the date of payment of the final amounts owed the Contractor by the Owner, whichever occurs first.

SECTION 01001
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 COMMENCEMENTS AND PROSECUTION OF WORK

- A. Contract time shall begin at which time the Owner will issue a written Notice to Proceed. The Contractor must commence construction within ten (10) days of issuance of a written Notice to Proceed. The Contractor shall maintain sufficient labor and supervision on the job until all items have been completed and the Engineer's Final Certification has been issued.

1.02 COOPERATION

- A. The General Contractor and Sub-Contractors shall cooperate with one another and with other Contractors doing related work and shall coordinate their work with the work of other trades and other Contractors so as to facilitate the general progress of the work. Each trade shall afford all other trades and all other Contractors every reasonable opportunity for the installation of their work and for storage of their materials.

1.03 SANITARY FACILITIES, TEMPORARY

- A. Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of Local and State Health authorities.

1.04 SITE EXAMINATION OF EXISTING CONDITIONS

- A. The Contractor, in undertaking the work under this Contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

1.05 SPECIFICATIONS EXPLANATION

- A. Attention is directed to the fact that the detailed specifications and separate sections may be written in short or abridged form. In regard to every section of the specifications and all parts thereof, mentioned therein or indications on the drawings or articles, materials, operations or methods require that the Contractor:
 - 1. Provide each item mentioned and indicated (of quality or subject to qualifications notes).
 - 2. Perform (according to conditions stated) each operation prescribed.
 - 3. Provide therefore all necessary labor, equipment and incidentals.

- B. Wherever in these specifications or on the drawings the words "directed", "required", "ordered", or words of like import are used, it shall be understood that the directions, requirements, permission or order of the Engineer is intended; and similar words "approved", "accepted", "satisfactory", or words of like import shall mean approved, acceptable to, or satisfactory to the Engineer.
- C. For convenience of reference and to facilitate the letting of Contracts or Sub-Contracts, these specifications are separated into titled sections. Such separation shall not, however, operate to make the Engineer an arbiter to establish limits to the Contracts between the Contractor and Sub-Contractors, nor shall such operation be interpreted as superseding normal union functions.
- D. Notwithstanding the appearance of such language in the various divisions of the specifications as "The Electrical Contractor", "The Roofing Contractor", etc., the Contractor is responsible to the Owner for the entire Contract and the execution of all work referred to in the Contract Documents.

1.06 STANDARD

- A. Wherever reference is made to the standard specifications of nationally known organizations and specific articles, sections, divisions, or headings are not given, such specifications shall apply in full. Standard specifications where included herein by abbreviation or otherwise shall form a part of this specification the same as if quoted in full.
- B. The Engineer may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the work comply with the applicable specified requirements for the materials or products being furnished.

1.07 TELEPHONE, TEMPORARY

- A. Contractor shall install and maintain at his expense a job telephone for duration of the Contract.

1.08 TEMPORARY UTILITIES

- A. Contractor shall furnish water, electricity, and heating fuel necessary for construction. Contractor shall provide necessary temporary piping, faucets, valves, wiring, switches, outlets, etc., to carry services to the work. The Contractor shall make all temporary utilities connection for his own use and remove temporary services on completion of Contract.

1.09 WORK OUTSIDE OF THE PROPERTY LINE

- A. All work outside of the property line called for by the Contract Documents shall be performed by the Contractor and all cost for same shall be included in the Contract.

1.10 AS-BUILT DRAWINGS

- A. The Contractor shall, upon completion of the work, furnish a marked set of drawings showing field changes affecting the various mechanical trades, utilities and electrical, as actually installed and as specified under those sections of the specifications, and

deliver them to the Engineer with each pay request. Engineer will furnish prints to Contractor for marking.

1.11 LIQUIDATED DAMAGES

- A. Substantial Completion - If the Contractor neglects, fails or refuses to achieve Substantial Completion of the work by not later than 12 P.M. (Midnight), the Contractor shall pay to the Owner, Liquidated Damages in the amount of three hundred dollars (\$300.00) per calendar day for each and every day that the Contractor is in default after the date indicated on the Notice to Proceed.
- B. Final Completion - If the Contractor neglects, fails, or refuses to complete the work by not later than 12 P.M. (Midnight), the Contractor shall pay to the Owner, Liquidated damages, in the amount of three hundred dollars (\$300.00) per calendar day for each and every day that the Contractor is in default after the date indicated on the Notice to Proceed. Liquidated Damages for Substantial Completion and Final Completion are cumulative.
 - 1. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such an event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current Progress Payment should the construction progress fall behind schedule.
 - 2. Time is of the essence of each and every portion of this Contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.
 - 3. Extensions of time applies to Liquidated Damages only and shall be allowed only for conditions over which the Contractor has no control, such as acts of God, transportation strikes affecting delivery of materials or equipment which are used in the project, manufacturing strikes affecting the production of materials or equipment which are used in the project, and weather above and beyond the normal expected loss of time based on historical climatological conditions over the last 10 years. For any time requested over what should be expected based on historical climatological conditions the amount of rain or temperature must meet the following conditions. To get credit for delays due to temperature the temperature must be at a level that would prevent construction in accordance with the other sections in these specifications. In order to get credit for rain delay the rain event must be persistent for more than four hours during that day and rainfall must be in excess of 0.5" for that 4 hour period or more than 1" during the day.

1.12 MATERIALS PRIOR APPROVAL AND SUBSTITUTIONS

- A. Where items of equipment and/or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specific item may be used in the base bid, except as hereinafter provided.
- B. If Contractors wish to use items of equipment and/or materials other than those specifically identified in the Specifications, Contractor shall apply in writing to the

Engineer for approval of substitution at least seven (7) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the item(s) he proposes to furnish.

- C. Approved substitutions will be listed in an addendum issued to all General Contractors prior to opening of bids.
- D. Unless requests for changes in the Specifications are approved prior to the opening of bids, as defined above, the successful Contractor will be held to furnish specified items. After contract is awarded, changes in specifications will be made only as defined under "Substitution of Equipment".

1.13 SUBSTITUTION OF EQUIPMENT AND MATERIALS

- A. After execution of contract, substitution of equipment and/or materials other than those specifically named in the Contract Documents will be approved by the Engineer for the following reasons only:
 - 1. That the equipment or material is no longer available.
 - 2. That the equipment or material does not perform the function for which it was intended.
 - 3. That the equipment or material cannot be delivered due to conditions beyond the Contractor's control.
- B. To receive consideration, requests for substitutions must be in writing accompanied by documentary proof of equality, and difference in price and delivery, if any.
- C. In case of a difference in price, the Owner shall receive all benefit of the difference in cost involved in any substitutions, and the contract altered by change order to credit the Owner with any savings so obtained.

1.14 INSPECTING AND TESTING OF MATERIALS

- A. Wherever in these Contract Documents inspecting and testing of material is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by the Engineer, and the character of the test shall be stipulated by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and tests must be furnished in quadruplicate to the Engineer by the bureau, agency or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor.

1.15 ON SITE TESTING AND INSPECTING

- A. Wherever in these Contract Documents testing or inspecting is called for, the selection of bureaus, laboratories and/or agencies for such testing or inspecting shall be made by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required tests or inspection shall be furnished in quadruplicate to the Engineer. **The cost of such tests and inspection shall be paid for by the Contractor.**

1.16 MEASUREMENTS AND DIMENSIONS

- A. Before ordering materials or doing work which is dependent for proper size of installation upon coordination with site conditions, the Contractor shall verify all dimensions by taking measurements at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or specifications and the existing conditions shall be referred to the Engineer for adjustment before any work affected thereby is begun.

1.17 SHOP DRAWINGS

- A. Shop drawings shall be dated and contain: Name of project; description and names of equipment, materials, and items; and complete identification of locations at which material or equipment is to be installed, reference to the section of the specifications where it is specified and drawings number, where shown. In addition to the above, the Shop drawings shall: (1) show complete information for checking and for fabrication, installation and erection, without reference to other drawings or note; (2) shall be of drafting line work and lettering that is easily readable under field conditions; (3) have plane oriented the same as plans on the Contract Drawings; (4) list grade, class, or strength of materials; (5) be checked and initialed by the suppliers drafting room checker; (6) be checked and coordinated with other phases of the work, by a person in the Contractor's employ who is experienced and qualified in the checking and coordination of shop drawings.
- B. Shop drawings shall not, after having been submitted, be later issued with revised or additional materials, except for items corrected during the checking by the Contractor or reviewed by the Engineer.
- C. The following notation will be used by the Engineer in his review.
 - 1. No exceptions taken. (If checked here, fabrication may be undertaken. Approval does not authorize change to contract sums unless stated in a separate letter or by change order.)
 - 2. Note markings. (If checked here, fabrication may be under taken. Contractor is to coordinate markings noted.)
 - 3. Revise and resubmit.
 - 4. Rejected.
 - 5. Engineer review is for conformance with the design concept of the project and compliance with the information given within the Contract Documents only. The Contractor is responsible for dimensions being confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to means, method, techniques, sequence, and procedures of construction; and for coordination of the work of all trades.

6. Failure to note a noncompliance will not prevent later rejection when the noncompliance is disclosed.
- D. Submission of Shop drawings shall be accompanied by a transmittal letter in duplicate, containing project name, Owner's project number, Contractor's name, and number of drawings, title and other pertinent data.
- E. The Contractor shall promptly submit to the Engineer, five copies for Architectural items and six copies for Engineering items, required by the Contract Documents in accordance with the aforesaid schedule so as to cause no delay in his work or in work of any other Contractor.
- F. For standard items not requiring special shop drawings for manufacture, submit six copies of manufacturer's product data showing illustrated cuts of the items to be furnished, scaled details, size dimensions, performance characteristics, capabilities, wiring diagrams, control and all other pertinent information.
- G. The Contractor shall: (1) check, coordinate, correct, stamp, date, and sign all copies of each drawing, and deliver them to the Engineer for his review; (2) identify the set of drawings he has checked; this set shall be shown by checked marks or correction that every item has been verified and with the requirements of the Contract Documents.

1.18 MAINTENANCE MANUAL

- A. Contractor shall, prior to completion of contract, deliver to the Engineer, three copies of manual, assembled and bound with a hard cover, for the Owner's guidance, full details for care and maintenance of visible surfaces and of equipment included in contract.
- B. Contractor shall, for this manual, obtain from subcontractor, literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, control diagrams, instruction sheets and other information pertaining to same that will be useful to Owner in overall operation and maintenance.
- C. Where the above described manuals and data are called for under separate sections of the specifications, they are to be included in the manual description in this article.

SECTION 01150
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 QUANTITIES

- A. Quantities: Quantities listed in the Proposal are approximate only and are intended to serve as a guide in comparing bids and may be increased or decreased without invalidating the unit price bid.
- B. Payment: Contractor shall be paid for actual in place quantities as determined by the Engineer field measurements.
- C. Discrepancies: In case of discrepancies between the figures shown in the unit prices and totals, the unit prices shall apply, and the totals shall be corrected to agree with the unit price.

PART 2 - MEASUREMENT AND PAYMENT

2.01 CLEARING & GRUBBING

- A. Measurement: Measurement shall be made on the basis of the percentage complete of the task in accordance with the plans and specifications.
- B. Payment: Payment will be made at the lump sum stated in the bid. The price bid shall include furnishing all labor, materials and equipment necessary to complete this item. Work shall include, but is not limited to, removal of all trees, shrubs and undergrowth that presently exist, preventing the construction of this project. All material removed including vegetation, roots and organic mat shall be removed from the site and disposed of at a permitted site.

2.02 GRADING

- A. Measurement: Measurement will be made on the basis of the percent complete of the item of work. All cut and fill quantities are based on the difference between initial topographic data and proposed contours shown on the plans.
- B. Payment: Payment will be made at the price bid for each item. Work shall include all equipment, labor and material to complete each task. This item will include, but is not limited to, excavation, material transportation and placement, grading to the lines and grades shown on the plans, compaction and stabilization.

2.03 DEMOLITION OF EXISTING MANHOLE & BLOWER

- A. Measurement: Measurement shall be made on the basis of the percentage completed item in accordance with the plans, specifications and bid documents.
- B. Payment: Payment will be made on the basis of the completed item of work. The lump sum price shall include furnishing all labor, materials and equipment necessary to complete this item of work. Work shall include, but is not limited to, removal of any manhole, piping, old mechanical equipment, or other material that exists and will

not be used as part of this project, excavation, disposal at an approved site, backfill, compaction and surface restoration.

2.04 SILT FENCE

- A. Measurement: Measurement shall be made on the basis of each linear foot of silt fence installed in accordance with the Plans, Specifications and “The Manual for Erosion and Sediment Control in Georgia”.
- B. Payment: Payment will be in accordance with the price stated in the bid. The unit price shall include all equipment, labor, and materials necessary to prevent erosion from the site. Work shall include, but not be limited to, excavation, trenching, post, and fabric installation, backfill, daily inspection, re-installation of failed sections, sediment removal once its one-half original height of fence. Once final stabilization has occurred, removal and disposal of fence and surface restoration of remaining disturbed area. All silt fence locations shall be approved by the Engineer prior to installation. No payment will be made for silt fence installed without approval of Engineer.

2.05 GRASSING

- A. Measurement: Measurement shall be made on the basis of the completed item in accordance with the construction plans and bid items.
- B. Payment: Payment will be made in accordance with the price stated in the bid. The unit price shall include, but is not limited to, furnishing all labor, materials and equipment necessary for the satisfactory growth of grass on all disturbed areas in accordance with plans and specifications. Work shall include, but not be limited to, furnishing all materials, fertilizer, soil samples, grass seed, raking, leveling, watering, maintenance, and final surface restoration. Final payment will not occur until permanent grass is established.

2.06 CONSTRUCTION EXIT

- A. Measurement: Measurement shall be made on the basis of the completed item in accordance with the construction plans and bid items.
- B. Payment: Payment will be made in accordance with the price stated in the bid. The unit price shall include, but is not limited to, furnishing all labor, materials and equipment necessary to complete this item of work. The installation of this item is dependent on the need for a construction exit as determined by the engineer and, if necessary, will include, but is not limited to, installing the construction exit in accordance with the construction plans and specifications and “The Manual for Erosion and Sediment Control in Georgia”.

2.07 BYPASS OPERATION COMPLETE

- A. Measurement: Measurement shall be made on the completed item of work.
- B. Payment: Payment will be made on the basis of the completed item of work. The lump sum price shall include furnishing all labor, materials and equipment necessary to complete this item of work. Work shall include, but is not limited to, any necessary bypass pumping should any stage of the construction need to interrupt the flow of wastewater into pump station before the project is complete. Further this item shall include the installation of any temporary connections, piping, bedding of piping, valves plugs, bypassing pumping, maintenance and operation of the bypass pump and any work item associated with accomplishing the bypass pumping.

2.08 WETWELL COATING

- A. Measurement: Measurement shall be made on the percentage complete of the item of work.
- B. Payment: Payment shall be made at the lump sum price stated in the bid based on the Engineers estimate of percentage complete. Work shall include all material labor and equipment required to complete the task. The price bid shall include, but is not limited to cleaning of the interior walls of the structure by pressure washing or some other method approved by the product manufacture, coating of the wetwell in accordance with the specification, spark testing of installation after complete, ventilation of the structure during installation, coating of the structure to the bottom or shelf of the structure cleanup and restoring the structure to operation.

2.09 CONCRETE CHANNEL

- A. Measurement: Measurement shall be made on the completed item of work.
- B. Payment: Payment will be made on the basis of the completed item of work. The lump sum price shall include furnishing all labor, materials and equipment necessary to complete this item of work. Work shall include, but is not limited to, necessary excavation, dewatering, shoring and sheeting, foundations, structural rebar placement, concrete anchoring, framework, backfill, furnishing and installing all necessary wall sleeves, slide gate, 30" gate valve into existing 30" influent pipe, aluminum grating, fittings, miscellaneous piping, miscellaneous hardware, covers, connection of electrical for bar screen and hardware, compaction and complete surface restoration of the area.

2.10 CONNECTION TO EXISTING MANHOLE & PUMP STATION INFLUENT CHANNEL

- A. Measurement: Measurement shall be made on the completed item of work.
- B. Payment: Payment will be made on the basis of the completed item of work. The lump sum price shall include furnishing all labor, materials and equipment necessary to complete this item of work. Work shall include, but is not limited to, necessary excavation, dewatering, shoring and sheeting, miscellaneous piping, miscellaneous hardware, coring of concrete, connection of new 30" PVC pipes to existing influent channel and manhole, installation of hydraulic grouting around connections, compaction and complete surface restoration of the area.

2.11 BLOWER INSTALLATION

- A. Measurement: Measurement shall be based on the percentage complete of the installation.
- B. Payment: Payment shall be made at the lump sum price bid based on the percentage complete as established by the Engineer. Work shall include supplying all labor, materials and equipment required to complete the task. The price bid shall include, but is not limited to, the removal of the old blower and duct, enlarging the duct hole in the concrete top or coring the top in a different location (if a different location is used the task will include plugging the old), installation of the blower and duct, attachment of the duct to the structure to insure a stable connection as determined by the Engineer, stainless steel attached hardware, anchoring the blower with anchor bolts, start up, training, cleanup and stabilization of the structure. Electrical connects will be performed under the electrical payment item.

2.12 GAS SENSOR REPLACEMENT

- A. Measurement: Measurement shall be made based on the completed task.
- B. Payment: Payment will be made at the lump sum price stated in the bid, work shall include all labor, materials and equipment to complete the task. Price shall include, but is not limited to, ventilating the area to allow access to the sensors for testing and replacement, replace the failed, sensor testing of electrical connections and wiring to insure connectivity, testing gas monitor for operation once the sensor is replaced, any conduit or wire that may be required, provide O&M recommendations and literature on installed equipment and final cleanup.

2.13 BAR SCREEN INSTALLATION

- A. Measurement: Measurement shall be made on the basis of the completed item in accordance with the construction plans and bid items.
- B. Payment: Payment will be made at the lump sum price stated in the bid upon completion of entire scope of work. The lump sum price shall include furnishing all labor, materials and equipment necessary to complete this item of work. Work shall include, but is not limited to, installing the bar screen in accordance with all manufacturer's recommendations and requirements and ensuring optimal operation and integration into existing system, cutting the flow pipe the feed the screen channel and allow bypass in the future.

2.14 ELECTRICAL

- A. Measurement: Measurement shall be made based on the percentage complete of the task.
- B. Payment: Payment shall be made at the lump sum price bid. Work shall include all labor, equipment and materials required to complete the installation. Price bid shall

include all installation in accordance with the electrical plans and specifications, cleanup of the site, final startup on all facilities, supplying O&M Manuals for the complete electrical installation.

2.15 ROOF INSTALLATION

- A. Measurement: Measurement shall be made based on the progress of the preparation and installation of the roof over the wetwell.
- B. Payment: Payment shall be made at the lump sum price bid. Price shall include all labor equipment and material required to complete the task. Work shall include, but is not limited to, the complete installation as required on the structural plans and specifications and will include final cleanup and disposal left over materials or debris.

2.16 MOBILIZATION

- A. Measurement: Measurement will be made to determine that the contractor has moved equipment and materials to the site, established his lay down yard and staging area, plus be ready to begin completion of the construction.
- B. Payment: Payment will be made for the price as stated in the contract, once the Contractor has established the construction year and met the requirements established in the contract documents. Mobilization will be recognized complete once the Contractor has provided a construction schedule and moved equipment and a substantial amount of materials to the job site. Construction must be limited to a maximum amount not to exceed five percent (5%) of the bid price.

Not for Bid

SECTION 02100
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Clearing shall consist of the felling, trimming, cutting and disposal of trees and other vegetation designated for removal, including down timber, snags, brush and rubbish occurring within the area to be cleared. Grubbing shall consist of the removal and disposal of stumps, roots larger than 1.5 inches in diameter and matted roots.

PART 2 - EXECUTION

- 2.01 Trees, down timber, stumps, roots, brush and other vegetation in areas to be cleared shall be removed completely, except such trees and vegetation as may be indicated or directed to be left standing. Trees to be left standing within the cleared areas shall be trimmed of dead branches 1.5 inches or more in diameter.
- 2.02 Limbs and branches to be trimmed shall be neatly cut close to the bore of the tree or main branches. Cuts more than 1.5 inches in diameter shall be painted with commercial tree-wound paint.
- 2.03 All organic materials, masonry, concrete or metallic debris in the clearing and grubbing areas shall be excavated and removed to a depth of not less than 12 inches below grade where original grade is to remain level and two feet below finish grade, all material shall be removed when under pavement base and bottom of footings.
- 2.04 Depressions made by grubbing shall be backfilled and compacted with fill material to meet the requirement for trenching and structural backfilling.
- 2.05 Machine grubbing shall not be done under trees left standing in the area covered by the branches, nor in any manner which might damage the trees or any new work.
- 2.06 Trees and vegetation to be left standing shall be protected from damage during clearing, grubbing and construction operations, by the erection of barriers.
- 2.07 Damages caused by the execution of clearing and grubbing shall be paid for by the Contractor.
- 2.08 Objects above or below grade interfering with construction to be removed as directed by the Engineer.
- 2.09 Disposal of Materials
 - A. Cleared and grubbed materials to be disposed of to an approved off-site disposal area.
 - B. On site burning will not be allowed, without written permission of local authorities.

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

A. Reference Standards:

1. Standards of American Society for Testing and Materials:

ASTM-D-698 Moisture-Density Relations of Soils Using 5.5 lb. (2.5 KG) Hammer and 12 inch (304.8 mm) Drop

2. Methods of Sampling and Testing of American Association of State Highway and Transportation Officials (AASHTO), latest edition.

1.02 TESTING

A. All soil testing shall be performed by an Independent Testing Laboratory selected by the Engineer and paid for by the Contractor.

1.03 EXCESS EXCAVATED MATERIALS

A. Excess excavated materials shall be wasted off site by the Contractor at no expense to Owner, or as directed by the Engineer.

1.04 BORROW MATERIAL

A. Any borrow material required to accomplish all levels, lines and grades indicated shall be furnished by the Contractor at no expense to the Owner.

B. Borrow material shall be obtained from borrow pits off site.

C. The Contractor shall pay for all soil analysis for borrow material.

1.05 EXCAVATED MATERIAL

A. All material to be excavated shall be classified as earth.

1.06 UNSUITABLE BEARING MATERIALS

A. Should unsuitable bearing materials be encountered at levels indicated and found to have insufficient bearing values the Engineer may order the excavation carried to lower depths.

B. Compensation for the removal and/or replacement of unsuitable materials shall be in accordance with the General Conditions, Article 10.01.

C. Excavation of unsuitable bearing materials shall not proceed until the conditions have been observed by the Engineer and written approval has been given by the Owner.

PART 2 - EXECUTION

2.01 TOP SOIL

- A. Areas to be stripped shall first be scraped clean of all brush, weeds, grass, roots and other material.
- B. Remove topsoil from areas to be graded and stockpile in locations where it will not interfere with structures, roads or utility operations.
- C. Topsoil shall be free from subsoil, debris and stones larger than 2 inches in diameter. The stored topsoil shall be left in piles to be used for finished grading.
- D. Stockpiles shall be protected from contamination by undesirable foreign matter and shall be graded to shed water.

2.02 EXCAVATION

- A. Excavations shall be accomplished to bring surface to the levels, lines and grades as indicated.
- B. Excavated material to be used for fill or backfill material shall be stockpiled on the site as directed by the Engineer. Stockpiles shall be graded to shed water.

2.03 FILLING

- A. All fill material required to bring areas to the levels, lines and grades indicated shall be selected and approved materials from approved borrow areas.
- B. Sub-grades on which fill material is to be placed shall be scarified to a depth of not less than 4 inches by plowing or discing. A layer of suitable fill material, approximately 3 inches in depth, shall be spread over the scarified surface and compacted.
- C. Fill material shall be spread and compacted in successive uniform layers not exceeding 8 inches in depth (loose measure) until the total thickness of fill is completed.

2.04 COMPACTION

- A. Compaction required for material fill shall be 95% of Standard Proctor, maximum dry density as determined by the procedures of ASTM D-698. Fill areas shall be crowned and sloped to drainage ditches or as required to prevent ponding of surface water.
- B. Compaction by flooding of any material is not acceptable. In the event that any flooding takes place, the material and all adjacent softened material shall be removed and replaced with compacted fill at no cost to the Owner.

2.05 FINISH GRADE

- A. Distribute topsoil evenly to levels, lines and grades shown.
- B. Finish grade to be trimmed and raked true to line and grade to avoid surface ponding.
- C. Remove stone two inches or greater in diameter and debris from soil.
- D. Finish grade tolerance to +/- 0.05 foot for roadways and +/- 0.10 foot for other areas.

Not for Bid

SECTION 02221
TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 SCOPE, STANDARDS & DEFINITIONS

- A. Work under this section shall consist of furnishing all materials, equipment and labor for excavation, trenching and backfilling for utility systems. "Utility systems" shall include underground piping and appurtenances for water distribution systems, storm water drains, sewage collection systems, force mains, spray irrigation system and all other pipes and appurtenances shown on the drawings.
- B. Applicable Standards and Reference
 - I. ASTM D2321 Soil Classification and Restrictions
 - a. Class IA = Manufactured crushed stone, shell, crushed slag or rock, open graded, clean, large voids, contains no fines, can allow sand migration to create excessive settling. Suitable as drainage blanket.
 - b. Class IB = Manufactured aggregate dense graded, clean, crushed stone with sand and gradation present. Closer void so little migration of sand, little fines. Minimal migration of sand. Suitable as drainage blanket.
 - c. Class II = Coarse grained soils and sand, graded gravel and sandy mix, minimal migration of silt or sand, use as drainage blanket and drains limited.
 - d. Class III = Coarse grain sand with fines, silty gravel, gravel-sand-silt mixture, clayey gravels, silty sand mixture. Not to be used in the presence of water.
 - e. Class IVA = Fine grain soils, inorganic, Inorganic silts and very fine sand, silty clayey fine sands, inorganic clay with minor plasticity. Lean clay. Use only where no water exists and shallow fills.
 - f. Class IVB = Fine Grained soils inorganic, micaceous fine sand, silty soil, fat clay, clay with high plasticity. Use requires geotechnical evaluation.
 - g. Class V = Organic soils, clay and silt with organics. No permitted use other than top 6" outside roadways for soil amendment for grassing.

1.02 EXISTING UTILITIES

- A. Before opening trenches, the Contractor shall examine all available records and explore for the location of all sub-surface pipes, valves or other structures and reference such locations on the surface.
- B. In opening trenches, every effort shall be made not to interfere with these utilities structures. Expose existing piping by hand before excavating by machine. Excavate existing utilities sufficiently in advance of pipe laying to determine crossing arrangement. Slight deviations may be permitted in order to clear such structures. The Contractor shall be entirely responsible for the preservation of all underground or overhead utility lines and structures, such as gas, water, sewer lines, telephone conduit, power lines, etc., and shall replace, adjust or repair, without additional compensation, any such lines damaged or interfered with as a result of this construction.

- C. Schedule work to keep roads and utilities in usable condition; coordinating all operation with the Owner to avoid inconvenience insofar as practicable.

1.03 EXCAVATED MATERIAL

- A. All material to be excavated shall be classified as earth.

1.04 BORROW MATERIAL

- A. Any borrow material required to accomplish all levels, lines and grades indicated shall be furnished by the Contractor at no expense to the Owner.
- B. Borrow material shall be obtained from borrow pits off site.
- C. The Contractor shall pay for all soils analysis for borrow material.

1.05 TESTING

- A. All soil testing shall be performed by an Independent Testing Laboratory selected by the Engineer and paid for by the Contractor.

1.06 QUALITY ASSURANCE

- A. All excavation within the rights of way of city streets and county, State or Federal roadways, shall be backfilled in accordance with the then prevailing requirements of the Georgia Department of Transportation, Highway Division.
- B. Reference Standards: Methods of Sampling and Testing of American Association of State Highway and Transportation Officials (AASHTO).

PART 2 - EXECUTION

2.01 GENERAL EXCAVATION

- A. The Contractor shall do all excavation of whatever substances encountered to depth shown on plans. Excavated materials not required for fill or backfill shall be removed from site as directed by the Engineer.
- B. Contractor is to excavate to provide 3 foot minimum cover over utility.
- C. Excavation for manholes and other accessories to have 12 inches minimum and 24 inch maximum clearance on all sides.
- D. Excavation shall not be carried below the required level.
- E. Where excavation is carried below grades indicated, the Contractor shall refill same to the proper grade with compacted earth or stone, or as directed by the Engineer.
- F. Banks of trenches shall be vertical.

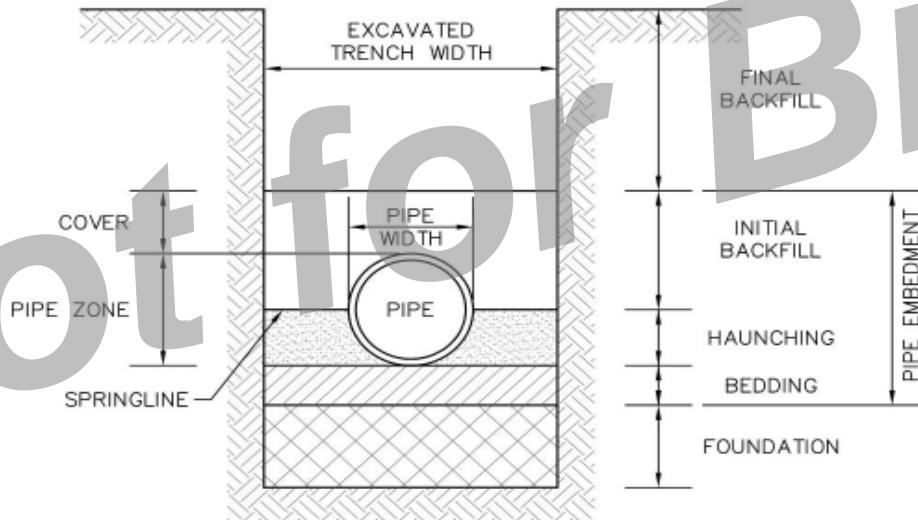
- G. Width of trench shall be as shown on the plans. The bottom of trench for sewers and culverts shall be rounded so that an arc of the circumference equal to 0.6 of the outside diameter of the pipe rests on undisturbed soil.
- H. Bell holes shall be excavated accurately to size by hand.

2.02 UNSUITABLE BEARING MATERIALS

- A. Should unsuitable bearing materials be encountered at levels indicated and found to have insufficient bearing values the Engineer may order the excavation carried to lower depth.
- B. Compensation for the removal and/or replacement of unsuitable bearing materials shall be in accordance ASTM D2321 requirements.
- C. Excavation of unsuitable bearing materials shall not proceed until the conditions have been observed by the Engineer and written approval is given by the Owner.

2.03 PIPE BEDDING

- A. The following detail provides trench & pipe zone terminology.



PIPE BEDDING DETAIL
N.T.S.

- B. The trench floor should be constructed to provide firm, stable, and uniform support for the full length of the pipe. This can be accomplished by bringing the entire trench floor level grade and then creating bell holes at each joint to permit proper joint assembly, alignment and support. Portions of the trench that are excavated below grade should be returned to grade and compacted as required to provide proper support. If native trench soil is not suitable for pipe bedding, the trench should be over excavated and refilled with suitable foundation material either local sandy material compacted to 90% Std. Proctor or #57 stone depending on the presence of water and, as approved by the engineer. Bedding material shall be Class IB or II as defined in ASTM D2321. Large rocks or hard material should not be contained in the bedding area (minimum of 4") below the pipe.
- C. The most important factor in assuring proper pipe-soil interaction is the haunching material and its density. This material provides the majority of the support that the pipe requires to function properly in regards to deflection and performance. The haunching material shall be placed and compacted under the pipe haunches as shown in the detail above. Proper control should be exercised to avoid deflecting the pipe from proper alignment. The same material that is used for bedding should be used for haunching and compacted to the same standards. Haunching material shall be Class IB or II as defined in ASTM D2321.
- D. Initial backfill, as shown in the detail above, shall be accomplished with suitable, compactable material and compacted in 6" layers. Material shall meet the requirements of Class IB II or III as restricted in ASTM D2321.
- E. Final Backfill will be accomplished by placing material in 12" lifts and compacting to a level determined by the final use of the area above the pipe. Final backfill in roadways shall require placement of suitable Class IA, IB, II and III backfill material, placed in 12" lifts and compacted to 100% standard proctor (ASTM Test D-698). Final Backfill outside of roadways shall be Class II, III or IVA and lightly compacted to avoid settling in the future. The top 6" of the final backfill, outside of roadways, shall be suitable for establishing a final grassed surface.
- F. Material used in the "trench & pipe zone" shall be restricted as per the limitations and restrictions as outlined in ASTM D2321

2.04 BRACING AND SHORING

- A. The Contractor shall do all bracing, sheeting and shoring necessary to perform and protect all excavations as required for safety.
- B. Sheeting driven alongside the pipe should be cut off and left in place to an elevation 1.5 feet above the top of the pipe.
- C. All other sheeting shall be removed as directed by the Engineer.

2.05 DEWATERING FOR EXCAVATION

- A. The Contractor shall pump or remove any water accumulated in any excavated area and shall perform all work necessary to keep excavations clear of water while foundations, structures or any masonry are being constructed or while pipe is being laid.
- B. No structure or pipe shall be laid in water, and water shall not be allowed to flow over or rise upon any concrete or masonry or piping until same has been inspected and the mortar or joint material has cured.
- C. No extra compensation will be allowed for removal of water.
- D. All water pumped or bailed from the trenches or other excavation shall be conveyed to a point of discharge where it will neither cause a hazard to the public health, nor damage to the public or private property, or to work completed or in progress.

2.06 BACKFILL

- A. The soil at the sides of a pipe and above it is the backfill.
- B. Prior to backfilling any excavation, all piping and structures shall be observed by the Engineer.
- C. After pipes have been tested and approved, backfilling shall be done with approved material free from large clods or stones.
- D. Backfill shall be placed in uniform layers, four inches thick, on both sides of the pipe and thoroughly compacted with pneumatic or hand tampers. The backfill shall be brought up uniformly on both sides of the pipe and compacted to an elevation of one foot above the top of the pipe, after which the fill shall be placed in eight inch lifts. No rock will be allowed in the backfill within a distance of one foot from the pipe, and rock larger than six inches in the greatest dimension will not be permitted in any part of the trench or backfill.
 - 1. Backfill shall be compacted to not less than 95% of the maximum dry weight per cubic foot as determined by AASHTO Method T-99 (Standard Proctor Test).
 - 2. The top 18 inches of backfill under any paved area shall be compacted to 100% Standard Proctor.
 - 3. Water settling will not be permitted in clay soils. It may be required at the option of the Engineer in sandy soils.

2.07 REPLACING PAVEMENTS

- A. Subgrades shall be compacted with a mechanical tamper.
- B. The minimum width of replaced concrete pavements shall be 4 feet at interiors and 6 feet at joints and constructed as shown on Standard Details. Avoid cutting pavements at joints; if unavoidable, reconstruct same as original joint. Depth shall be equal to the original thickness. Existing pavements edges shall be cut vertical.

- C. Use high-early-strength cement if road is to be opened in less than 3 days.
- D. The minimum width of replaced bituminous pavements shall be 3 feet with 8 inch concrete patch. The existing pavement shall be cut vertically and horizontally to a straight line. The 8 inch concrete patch shall be minimum 3,000 psi concrete containing black dye and shall be flush with the existing pavement.

Not for Bid

SECTION 02415
SITE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION:

This section specifies demolition and removal of buildings, portions of buildings, utilities, other structures and debris from trash dumps shown.

1.2 RELATED WORK:

- A. Demolition and removal of roads, walks, curbs, and on-grade slabs outside buildings to be demolished:
- B. Safety Requirements: GENERAL CONDITIONS Article, ACCIDENT PREVENTION.
- C. Disconnecting utility services prior to demolition: Section 01 00 00, GENERAL REQUIREMENTS.
- D. Reserved items that are to remain the property of the Owner.
- E. Asbestos Removal: See Hazardous Material Sections of General Conditions
- F. Lead Paint: See Hazardous Material Sections of General Conditions
- G. Environmental Protection: See Erosion and Sedimentation Control Specification
- H. Construction Waste Management: See General Requirements Specification

1.3 PROTECTION:

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of GENERAL CONDITIONS Article, ACCIDENT PREVENTION.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or

prefabricated metal construction at dust chutes to protect persons and property from falling debris.

- E. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.
- F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 - 1. No wall or part of wall shall be permitted to fall outwardly from structures.
 - 2. Maintain at least one stairway in each structure in usable condition to highest remaining floor. Keep stairway free of obstructions and debris until that level of structure has been removed.
 - 3. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.
 - 4. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.
- G. Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the Owner; any damaged items shall be repaired or replaced as approved by the Resident Engineer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Resident Engineer's approval.

H. The work shall comply with the requirements of the Erosion and Sediment Control Specification and other sections of this specification

I. The work shall comply with the requirements of GENERAL REQUIREMENTS

1.4 UTILITY SERVICES:

A. Demolish and remove outside utility service lines shown to be removed.

B. Remove abandoned outside utility lines that would interfere with installation of new utility lines and new construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DEMOLITION:

A. Completely demolish and remove buildings and structures, including all appurtenances related or connected thereto, as noted below:

1. In accordance with Building Demolition Specification

2. As required for installation of new utility service lines.

3. To full depth within an area defined by hypothetical lines located 1500 mm (5 feet) outside building lines of new structures.

B. Debris, including brick, concrete, stone, metals and similar materials shall become property of Contractor and shall be disposed of by him daily, off the project site to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Resident Engineer. Break up concrete slabs below grade that do not require removal from present location into pieces not exceeding 600 mm (24 inches) square to permit drainage. Contractor shall dispose debris in compliance with applicable federal, state or local permits, rules and/or regulations.

C. Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps shown. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations to a permitted site. All materials in the indicated trash dump areas, including above surrounding grade and extending to a depth of 1500mm (5feet) below surrounding grade, shall be included as part of the lump sum compensation for the work of this section. Materials that are located beneath the surface of the surrounding ground more than 1500 mm (5 feet), or materials that are discovered to be

hazardous, shall be handled as unforeseen. The removal of hazardous material shall be referred to Hazardous Materials specifications.

- E. Remove existing utilities as indicated or uncovered by work and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Resident Engineer. When Utility lines are encountered that are not indicated on the drawings, the Resident Engineer shall be notified prior to further work in that area.

3.2 CLEAN-UP:

On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Resident Engineer. Clean-up shall include off the off site disposal of all items and materials not required to remain property of the Owner as well as all debris and rubbish resulting from demolition operations.

Not for Bid

SECTION 02540
EROSION CONTROL

PART 1 - GENERAL

1.01 The work specified in this Section consists of furnishing, installing and maintaining temporary erosion controls and temporary sedimentation controls.

1.02 DEFINITIONS

- A. Temporary erosion controls shall include grassing, mulching, watering and reseeding on-site sloped surfaces, providing berms at the top of the slopes and providing interceptor ditches at the ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or minimized.
- B. Temporary sedimentation controls shall include silt dams, traps, barriers and appurtenances at the toe slopes.

PART 2 - MATERIALS

2.01 Hay bales shall be clean, seed free cereal hay type, securely bound.

2.02 Netting shall be 1/2 inch, galvanized steel chicken wire mesh.

2.03 Filter stone shall be crushed stone conforming to the Department of Transportation - State of Georgia-Standard Specifications – Construction of Transportation Systems - 2013 - Table 800.01, Size Number 3.

2.04 Rolled Erosion Control Products:

- A. Mulch Control Netting. A planar woven natural fiber or extruded geosynthetic mesh used as a temporary degradable rolled erosion product anchor loose fiber mulches
 - Max. Gradient = 5:1 (H:V) in slope application
 - C Factor = ≤ 0.10 @ 5:1 in slope application
 - Max Shear stress 0.25 lb/sf in channel application
 - Min. Tensile Strength ultra short (3 mo) and short (12 mo) term = 5 lbs/ft
 - Min Tensile Strength extended term ((24 mo) = 25 lbs/ft
- B. Open Weave textile. A temporary degradable rolled erosion control product composed of processed natural or polymer yarns woven into a matrix, used to provide erosion control and facilitate vegetation establishment.
 - Max. Gradient = 3:1 (H:V) in slope application
 - C Factor = ≤ 0.15 @ 3:1 in slope application
 - Max Shear stress = 1.5 lb/sf in channel application
 - Min. Tensile Strength ultra short (3 mo) and short (12 mo) term = 50 lbs/ft
 - Min Tensile Strength extended term ((24 mo) = 100lbs/ft

- C. Erosion Control Blanket. A temporary degradable rolled erosion control product composed of processed natural or polymer fibers mechanically, structurally or chemically bound together to form a continuous matrix to provide erosion control and facilitate vegetation establishment.

Netless Rolled Erosion Control Blankets:

Max. Gradient = 4:1 (H:V) in slope application

C Factor = ≤ 0.10 @ 4:1 in slope application

Max Shear stress = 0.5 lb/sf in channel application

Min. Tensile Strength ultra short (3 mo) and short (12 mo) term = 5 lbs/ft

Single-net Erosion Control Blankets:

Max. Gradient = 3:1 (H:V) in slope application

C Factor = ≤ 0.15 @ 3:1 in slope application

Max Shear stress = 1.5 lb/sf in channel application

Min. Tensile Strength ultra short (3 mo) and short (12 mo) term = 50 lbs/ft

Min Tensile Strength extended term ((24 mo) = 100lbs/ft

Double-net Erosion Control Blankets:

Max. Gradient = 2:1 (H:V) in slope application

C Factor = ≤ 0.2 @ 2:1 in slope application

Max Shear stress = 1.75 lb/sf in channel application

Min. Tensile Strength ultra short (3 mo) and short (12 mo) term = 75 lbs/ft

- D. Turf Reinforcement Mat. A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh, and/or other elements, processed into a permanent, three dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long term functionality by permanently reinforcing vegetation during and after maturation. These products are typically used in hydraulic applications such as high flow ditches, channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation.

Slope Application max gradient = 0.5:1 (H:V)

Channel Application Max Shear Stress: 5A, B, C as defined in FHWA guidelines

5A = 6.0 lb/sf, 5B = 8.0 lb/sf, 5C = 10.0 lbs/sf

Min. Tensile Strength: 5A, B, C as defined in FHWA guidelines

5A = 125.0 lb/ft, 5B = 150.0 lb/ft, 5C = 175.0 lbs/ft 5A, B, C as defined in FHWA guidelines

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

- A. Silt dams, traps, barriers, and appurtenances shall be installed and shall be maintained in-place for duration of construction.
- B. Hay bales shall be staked with two (2) 1 x 4 wood stakes per bale driven eighteen (18) inches into the ground and finishing flush with the top of the bale.
1. Install two (2) stakes per bale with the long dimension of the stakes parallel to the long dimension of the bale.

2. Where bales are installed in multiple layers the bales shall be installed with vertical joints staggered and two (2) 1 x 4 wood stakes per bale driven through all layers, full from top of bale to eighteen inches into the ground.
- C. Hay bales which have deteriorated shall be replaced with new materials.
 - D. Erosion and sedimentation controls shall be maintained in a condition which will retain unfiltered water.
 - E. The Contractor shall construct the sedimentation ponds and control devices prior to clearing and grubbing the site to insure complete silt control. When the silt or the debris level is greater than 1 foot above the bottom of the pond, the Contractor shall remove the silt or debris to restore the proper elevation for the bottom of the pond.
 - F. The Contractor shall have all erosion and sedimentation control devices in service and operating properly prior to completion and final acceptance of the contract.
 - G. Two widths of silt fence are available, Type A or C (36" height) and Type B (22" height). In order to determine which to use, the project duration, slope gradient, and slope length must be known (See Table 6-13.1 below). Approved silt fence fabrics are listed in the Georgia Department of Transportation list #36. The manufacturer shall have either an approved color mark yarn in the fabric or label the fabricated silt fence with both the manufacturer and fabric name every 100 feet.

TABLE 6-13.1

Land Slope	Maximum Slope Length Behind Fence
<u>Percent</u>	<u>feet</u>
<2	100
2 to 5	75
5 to 10	50
10 to 20	25
>20	15

All silt fence must meet the minimum standards set forth in Section 171- temporary Silt Fence, of the Department of Transportation, State of Georgia, Standard specification, current edition. See Table 6-13.5 for current Georgia DOT silt fence specifications.

3.02 EROSION CONTROL BLANKET INSTALLATION

- A. Prepare a stable and firm soil surface free of rocks and debris. Apply soil amendments as necessary to prepare seedbed. Place fertilizer, water, seed in accordance with manufacture and specification recommendations. Unroll parallel to the primary direction of flow. Ensure that the product maintains intimate contact with the soil over the entire installation. Do not stretch or allow material to bridge over the surface. Staple/stake blanket to soil such that each staple/stake is flush with the underlying soil. Install anchor trenches, seams, and terminal ends as specified.
- B. The Upslope Trench, Seams, and Terminal Ends may be secure by anchor trench, checks, slots, or staples as outlined in Erosion Control technology Council (ECTC) standards for upslope security.

- C. Staple installation shall be at a rate of 1.7 staples per square yard minimum. Sandy or silty soils may require more. Wet installations may require a more density securing.
- D. If seaming method is used seams shall overlap at least 4" and staples must be placed at sufficient spacing to avoid separation.
- E. Staples must be placed at 4"x 4" spacing on check slots and check seams.
- F. Consecutive rolls shall have overlaps of at least 6" and secured with staples every 1foot.

3.03 RESPONSIBILITY

- A. The Contractor shall be solely responsible for insuring that no silt or debris leaves the immediate construction site. Any silt or debris that does leave the immediate site shall be cleaned up and the area disturbed shall be returned to its natural state as directed by the Engineer at the Contractor's expense.
- B. The Contractor has the option to submit additional control measures in the form of shop drawings.

Not for Bid

SECTION 02650
SANITARY SEWERS

PART 1 - GENERAL

1.01 APPLICABLE STANDARDS

A. American National Standards Institute (ANSI):

- A21.4 Cement-Mortar Lining for Cast-Iron and Ductile-Iron Pipe and Fittings for Water
- A21.6 Cast-Iron Pipe Centrifugally Cast in Metal Molds, for Water or Other Liquids
- A21.11 Rubber Gasket Joints for Cast-Iron and Ductile-Iron Pressure Pipe and Fittings
- A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids

B. American Society of Testing and Materials (ASTM):

- A48 Gray Iron Castings
- C12 Installing Vitrified Clay Sewer Pipe
- C425 Compression Joints for Vitrified Clay Bell and Spigot Pipe
- C478 Precast Reinforced Concrete Manhole Sections
- C594 Compression Couplings for Vitrified Clay Plain-End Pipe
- C700 Extra Strength and Standard Strength Clay and Perforated Clay Pipe
- D1784 Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) Compounds
- D2241 Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR and Class T)
- D2321 Underground Installation of Flexible Thermoplastic Sewer Pipe
- D2774 Underground Installation of Thermo-plastic Pressure Piping
- D3034 Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- D3139 Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals
- D3212 Sewer Pipe Joints using Elastomeric Seals

C. American Water Works Association (AWWA):

- C-600 Installation of Cast-Iron Mains

1.02 SUBMITTALS

- A. Materials used in the sanitary sewer system shall be submitted for approval to the Design Engineer. The Design Engineer shall review the drawings, provide a list of materials and certify compliance to the Owner.
- B. Six copies of shop drawings or manufacturer's standard drawings or catalog cuts shall be submitted for the following:
 - 1. Precast concrete manholes
 - 2. Manholes and Frames
 - 3. Gaskets - One of each type
 - 4. Pipe - One of each type
 - 5. Valves - One of each type

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall be responsible for handling and storage of all materials and damaged materials shall not be used in the work. Materials delivered to the site shall be promptly inspected for damage upon arrival. Damaged or defective materials to be immediately removed from the site.
- B. All materials to be stored at least 12 inches above grade. Inside of pipes and fittings shall be kept free of dirt and debris. Rubber gaskets and plastic pipe not used immediately shall be protected from direct sunlight. Manhole units shall be handled with care to avoid chippage or breakage.

PART 2 - PRODUCTS

2.01 POLYVINYL CHLORIDE PIPE AND FITTINGS

- A. Polyvinyl chloride pipe and fittings for gravity sewers shall be SDR-35 for less than 12' bury and SDR - 26 for 12' bury and over, meeting ASTM D3034 for type PSM Polyvinyl Chloride (PVC) sewer pipe. The joints shall be Push-On "O" ring gasket type with integral bell and spigot meeting ASTM 3212. Threaded or solvent welded type joints shall not be used.
- B. Polyvinyl chloride pressure pipe shall meet one of the following specifications:
 - 1. IPS Size PVC Pipe: Class 200 SDR 21 - Polyvinyl chloride water main pipe shall conform to Designation ASTM D2241 and shall consist of Type I, Grade 1 PVC compound conforming to ASTM D1784. All pipe shall be Class 200, SDR 21. The standard laying length shall be 20 ft. ±1 inch.

2. DIP Size PVC Pipe: AWWA C-900-07

- a. C-900 polyvinyl chloride water main pipe 4" TO 12" shall conform to Designation ASTM D2241 and shall consist of Type I, Grade 1 PVC compound conforming to ASTM D1784. All pipe larger than 4" to 12" shall meet the requirements of AWWA C900, "Poly Vinyl Chloride (PVC) pressure pipe." All pipe shall be class 200 pipe and shall meet the requirements of DR14. The standard laying length shall be 20 ft. ±1 inch. The FM approved pressure class will be used to determine pressure class.
- b. C-905 polyvinyl chloride water main pipe 14" to 30" shall be manufactured from compounds conforming to PVC cell classification of 12454B as defined in ASTM D-1784. The integral bell joint system meets the requirements of ASTM D-3139 and utilizes an elastomeric seal conforming to ASTM F-477. All pipe shall be class 200 pipe and shall meet the requirements of DR18. The standard laying length shall be 20 ft. ±1 inch.
- c. When DIP size PVC pipe is used two 2" PVC pipe shall be SDR 21, 200 PSI pressure class, iron pipe

C. Marking: Pipe shall be clearly marked with:

1. Manufacturer's Identification
2. Nominal Pipe Size
3. Material, Type and Grade
4. SDR or Pressure Rating
5. All gravity sewer pipe shall be green. Force main pipe shall be white or brown.
6. All pipe regardless of color shall be clearly marked **"SEWAGE FORCE MAIN"** or **"GRAVITY SEWER"** as appropriate, marked every three feet.

2.02 DUCTILE IRON PIPE AND FITTING

A. Type: Coated Ductile

B. Joints:

1. Push on type in accordance with ANSI A21.11.
2. Mechanical joint in accordance with ANSI A21.11 and fittings may be in accordance with A21.53..

C. Ductile iron pipe shall conform to ANSI A21.51.

D. Pipe shall have a Protecto 401 lining or equal. The lining should have a high resistance to fatty oils, detergents and sewage generated hydrogen sulfide.

- E. Pipe shall be coated outside with one mil. thick bituminous coating conforming to ANSI A21.4 and AWWA C110, C115OR C151.

2.03 REINFORCED CONCRETE PIPE AND MANHOLES (WET WELLS OR VALVE PITS)

- A. Precast concrete sections to be manufactured in accordance with provisions of ASTM C478. As a minimum, the interior of all sections shall be coated with two coats of bituminous coating. The first coat shall be spray applied and the second coat should be roller applied. In addition, in extremely corrosive environments, to include force main receiving manholes, wetwells, and the first two manhole from the force main connection shall be lined with sealed HDPE sheet liner. The HDPE liner shall have a watertight seal at all joints and penetrations. The liner shall be Agru Sure Grip Liner or equivalent.
- B. Precast concrete riser sections to be 48 inches in diameter with minimum wall thickness of 4 inches.
- C. Precast concrete base units to have minimum wall thickness of 5 inches.
- D. Jointing material shall be rubber gasket type conforming to ASTM C443 or vulcanized butyl rubber base flexible joint sealer in rope form conforming to Federal Specification SS-S-00210, Kent-Seal No. 2 or approved equal. The inside and outside of the joint shall be finished with mortar. Mortar shall be one part Portland cement and two parts sand.
- E. Manhole base sections shall provide for a flexible watertight union between pipe and manhole base. Manhole sleeves shall be of high quality synthetic rubber with tensile strength of 1,500 psi, resistant to raw sewage, ozone, acids, and weathering, flexible at temperatures below 0°F and resistant to heat as high as 250°F. A substantial, serrated flange of the sleeve material shall be integrally cast into the wall of the manhole base forming a tight water seal. The sleeve shall protrude through the wall of the base. A watertight union shall be secured with the end of the pipe with stainless steel strap clamps. Manhole sleeves shall be Interpace Corp. Lock Joint Manhole Sleeves or approved equal.
- F. Pick up holes shall not penetrate the interior walls or the riser.

2.04 MANHOLE FRAMES AND COVERS

- A. Frames and covers to have machined bearing surfaces.
- B. Covers to have checkered top design and marked "Sanitary Sewer" and include the name of the utility owner.
- C. Combined weight of frame and cover shall be approximately 450 pounds.
- D. Frame shall have a depth of approximately 9 inches and an access opening of not less than 20 inches.
- E. Covers shall have two pick holes located at edges.
- F. Materials shall conform to ASTM A48 for Class 30 gray iron castings.

2.05 MANHOLE STEPS

- A. Manhole steps shall be constructed of a number 3 reinforcing bar encapsulated in polypropylene plastic with a non-skid tread.
- B. Finished dimensions of the steps shall be identical to that of malleable iron manhole steps.
- C. Steps to have a minimum tread width of 12 inches.

2.06 NUTS AND BOLTS

- A. Stainless Steel Flanged: Square head MB/SF, hexagon nuts; ASTM 307B; ANSI B18.2, zinc plated.

2.07 GASKETS

- A. Flanged pipe gaskets shall conform to requirements of ASA A21.10 and shall be suitable for the indicated services.

2.08 VALVES

- A. All valves two inches in diameter and smaller shall be constructed of brass or bronze except the hand wheel, which shall be of malleable iron construction. Valves two inches in diameter and smaller shall have screwed ends unless approved otherwise. All valves 2½ inches in diameter and larger shall have flanged ends unless otherwise approved. They shall be iron body, bronze mounted, except that in the smaller sizes the valves may be all bronze at the contractors option and expense.
- B. The contractor shall prepare and submit for approval complete detailed drawings of all valves in accordance with the requirements of the appropriate section of these specifications. All valves of the same type shall be from a single manufacturer. Parts of valves of the same type and size shall be interchangeable. Spare parts shall be furnished as specified under the proposal items. Special tools required for repacking or disassembling valves shall be provided.
- C. All valves shall be carefully mounted in their respective positions free from all distortion and strain. All valves shall be properly packed and left in satisfactory operating condition at the completion of the project. All valves shall open left.
- D. Gate Valves
 - 1. Gate valves should not be used in raw sewage applications. Gate valves should only be used where primary and partial secondary treatment has already occurred.
 - 2. Unless otherwise specified or directed, gate valves three inches and larger shall have non- rising stems and shall meet the requirements of AWWA Standard C-500. Valves for lighter pressures than the AWWA Standard shall meet the requirements of the above specifications except that the requirements for metal thicknesses and strengths and structural designs shall be adjusted as required to meet hydrostatic test pressures not less than 125 psi.

3. Unless otherwise specified or directed, gate valves smaller than three inches shall meet the requirements of Federal Specification WW-V-54, Class A, 125 pounds.
4. All gate valves shall have standard stuffing box seals. Bonnet bolts, studs and nuts shall be cadmium plated. Seating devices shall be bronze to iron or bronze to bronze as specified or required. The glands shall be bronze or bronze bushed. Gland bolts and nuts shall be bronze.
5. All gate valves 2½ inches in diameter and larger shall be of the double disk type. All gate valves two inches in diameter and smaller may be of the double disk or the solid wedge type.

E. Plug Valves

1. All plug valves shall be the two-way type.
2. Nonlubricated, eccentric with resilient faced plugs.
3. Port area of 4 to 20 inch valves shall be at least 70 percent of full pipe area.
4. Valves to be designed for 125 psi working pressure.
5. Bodies to be semisteel with raised seats.
6. Seats to have either a welded-in overlay of approximately 90 percent pure nickel on surfaces contacting the plug face or shall be bronze conforming to ASTM B-62 and attached to the body by stainless steel set screws.
7. Upper and lower plug stem bushings to be stainless steel and shall be permanently lubricated.
8. Exposed nuts, bolts and washers to be zinc plated.
9. Flanges to be faced and drilled to ASA 125 pound standard.

F. Check Valves

1. Type: Ball Check
 - a. Static head must exceed 10 feet to use ball check valves.
 - b. No ball check valve will be mounted vertically to compensate for low static head.
 - c. Ball check ends must be flanged.
 - d. The body shall be cast iron, ASTM A159-72, Class 35.
 - e. The ball shall be hollow steel with vulcanized nitrile rubber covering.
 - f. Pressure rating shall be 150 psi.
 - g. Valve to be Flygt HDL or equal.

2. Lever Actuate Spring Check Valve

- a. Where static head is less than 10 feet lever action swing check valves shall be used.
- b. Lever action swing checks may be spring and lever type or weight on lever type as approved by the design engineer and the Owner.
- c. Valves shall be installed in the horizontal position.
- d. The valve body, disc, cover and lever shall be cast iron, ASTM A159-72, Class 35.
- e. The disc arm shall be cast steel
- f. The seat ring shall be bronze or stainless steel.
- g. All studs, bolts or nuts shall be commercial grade steel.
- h. The gate shall be rubber faced.
- i. The hinge shaft shall be stainless steel.
- j. The chamber shall be bronze.
- k. The valve shall be Clow F5340 (outside spring and lever) or Clow F5345 (outside weight and lever) or an approved equal.

G. Automatic Sewage Air Release Valve

1. The automatic sewage air release valve shall be designed to allow entrapped air to escape from the sewage force main line. After the air escapes out of the air release valve, the valve shall shut-off until more air accumulates in it and the opening cycle will repeat automatically.
2. The sewage release valve must have a compound internal linkage of precision molded delfin or stainless steel. All other internals must be stainless steel to positively prevent galvanic action. The float rod shall be 20" long to provide an air gap between the linkage and waste level inside the valve to retard the waste solids from clogging the linkage. The stainless steel float must withstand a minimum 1000 psi pressure. Each valve shall be complete with hose and blow off valves to permit back flushing without dismantling valve.

Body and cover cast iron	ASTM A48 Class 30
Internal Delfin linkage	ASTMD2133 (or Stainless Steel)
Stainless Float	ASTM A240
Buna-N	ASTM SB800

3. Typical installation will utilize standard body valve. Valve height 28"-with back flushing attachments-33-1/2". If depth of trench is not deep enough, furnish short valve. Valve height 17-1/2" -with back flushing attachments-23-1/2".

4. Automatic sewage air release valve to be as manufactured by Crispin, Val-matic, or APCO equal to APCO Series 400 with accessories.

2.09 ACCESSORIES, PLUG, AND GATE VALVES

- A. Valves to have two inch square operating nut unless otherwise indicated.
- B. Valves buried in ground or located in vaults or structures to have suitable extensions for socket operation with top of operating nut located two feet below finished grades maximum.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Plastic piping installation shall be in accordance with ASTM D2321 Recommended Practice for non-pressure pipe and ASTM D2774 Recommended Practice for pressure pipe.
- B. Ductile iron pressure piping shall be installed in accordance with AWWA Standard C600.
- C. Material selection for piping material shall be as indicated. If piping materials are not indicated the Contractor has the option of selecting materials in accordance with this section.
- D. Service sewer lines shall be constructed of same material as the mains.
- E. Sewer lines shall not be laid closer than 10 feet horizontally to a water main. Pressure sewer lines shall pass beneath water lines, with the top of the sewer being at least 18 inches below the bottom of the water line. Where sanitary sewer lines pass beneath water lines, no joints in the sewer line shall be closer than 10 feet, horizontal the water line. When the vertical or horizontal separation cannot be accomplished, then concrete encasement shall extend a minimum of 10 feet on both sides of crossing.
- F. Pipe laying to proceed up-grade with pipe bells or groove on the upper end. Pipe to be laid with joints close and even, butting all around. Sagging joints will not be tolerated.
- G. Pipe shall be straight and of uniform grade between manholes, laid to line and grade.
- H. All sewer shall be designed and constructed to give velocities of not less than 2.0 FPS. Since the Owner has adopted a low flow plumbing device ordinance, the following slopes will be used.

Minimum Slope in Feet
Sewer Size Per 100 Feet

8"	0.44
10"	0.30
12"	0.24
15"	0.15
18"	0.12
21"	0.10
24"	0.08
30"	0.058
36"	0.046

- I. An allowable deviation from the design grades will be allowed up to 5% of the grade shown on the plan. If the grade is steeper than allowed 5% deviation the engineer must verify that the project was installed to all minimum requirements and determine the impact of the additional grade. If the grade is flatter than the 5% deviation, then it exceeds the allowable tolerance and the installation of that line is not acceptable and must be replaced. All sewer mains installed will be field checked for grades during preparation of "Record drawings".
- I. Bell holes shall be dug so the pipe barrel will carry the load of the pipe. Pipe shall be bedded in undisturbed earth or, where rock occurs, on a thoroughly compacted layer of #57 stone or sand fill of a minimum thickness of 6 inches under the barrel or bell of the pipe.
- J. Where sewers or force mains are to be connected to existing manholes or other structures, and where no stub or opening has been provided for the connection, the Contractor shall make an opening of minimum diameter through the side wall of the structure utilizing a professional coring machine and installing a boot for inserting the sewer pipe. The boot and stainless steel strap shall be sized and installed to create a water tight seal.
- K. Lateral connection made to the sewer prior to back-filling shall be laid on a slope not exceeding 2 feet vertical to 1 foot horizontal, and not less than 1/8 inch per foot, so that the lateral shall have a solid bearing on undisturbed earth as stipulated for pipe sewers. The lateral shall make such a horizontal angle with the sewer line that a proper connection with the wye or tee branch or slant is obtained without trimming the pipe and with no danger of jointing material being forced into the sewer. All laterals shall be closed by means of suitable stoppers or end caps.
- L. Wye or tee branches shall be field located for service to all subdivided lots or inhabitable structures unless otherwise directed by the Architect/Engineer. Wye branches shall be installed so that the lower lip of the branch is not more than 2 inches below the outside top of the pipe. Tees shall be installed with the branch 45° to vertical. After installation, wye or tee branches shall not be covered with backfill until determination and record has been made of the locations of each with reference to the nearest manhole downstream and the direction in which the wye faces.

- M. All laterals shall be properly marked on ground surface at the point where laterals terminate with treated timber markers. Timber markers shall consist of a 2 inch by 4 inch timber extending from the end of the lateral vertically to within 2 inches of the ground surface. All such markers shall be securely anchored and maintained in a proper vertical position until backfilling has been completed. The top end of such markers shall be marked or left exposed until an "as-built" survey has been made.
- N. The top rim of manhole frames and covers shall be set to conform to grades and transverse slopes. Generally along outfall lines, the manhole frames and covers shall extend approximately 6 inches above finished grade or to a designated elevation for flood protection. Generally where lines are located along streets, the manhole frames and covers shall be set flush with the surface.
- O. The Contractor shall install a continuous run of plasticized metallic tape above the top of the sewer main at 12 inches to 18 inches below finished grade. Tape shall be suitable for detection with metal pipe location equipment labeled "sewer buried below," and brightly colored to contrast with the soil.
- P. A 14 gauge copper tracer wire with underground coating shall be installed along the route of pressure sewers. The wire shall be located 12 inches above the pipe but no deeper than 48 inches.
- Q. All PVC pressure pipe shall have a minimum of 36" cover. Areas where the cover is not maintained may require the use of extra strength (D.I.) pipe as directed by the engineer.
- R. All sewer mains will be installed at a constant grade and line as shown on the plans. If after video inspection "sags" are found in the line, then the depth of the sag will be determined by the utility owner. If the sag is determined to be deeper than the following chart then the line will be removed and replaced to meet the minimum requirements of these specifications.

Pipe Size	Max. Sag Depth
8"	0.50"
10"	0.50"
12"	0.75"
15"	0.75"
18"	0.75"

3.02 PRESSURE TESTS

- A. **FORCE MAINS:** The Contractor shall test by hydrostatic pressure to 150 pounds per square inch. Each section tested shall be slowly filled with water, care being taken to expel all air from the pipes. The required pressure shall be applied for not less than two hours. No pipe installation will be accepted until the leakage during the pressure test is less than the number of gallons listed below for each 1000 feet of pipe.

6" - 1.5 gallons	12" - 2.75 gallons
8" - 1.75 gallons	14" - 3.00 gallons
10" - 2.75 gallons	16" - 3.5 gallons

- B. GRAVITY MAINS: On All sewer mains less than 8' deep, the Contractor shall pressure test the gravity mains with air. Each section including manholes shall be pressurized to 3.5 psi. The allowable pressure drop of 0.5 psi on any portion of the system shall not be less than the times shown on the following chart.

<u>PIPE SIZE</u>	<u>MINIMUM TIME</u>
4"	3 MIN.
6"	4 MIN.
8"	6 MIN.
10"	7 MIN.
12"	8 MIN.

If the main will not maintain the specified pressure, the Contractor will isolate the weak joint and repair. The test will be repeated until successful. The service lines must be installed at least to the back of the curb prior to testing. These pressure drops represent a maximum infiltration/exfiltration rate of 25 gallons per inch of pipe diameter per mile per 24 hour period.

3.03 ALLOWABLE INFILTRATION/EXFILTRATION

- A. If any visible flow is observed in the pipe during installation or final inspection a weir test will be conducted.
- B. The leakage inward or outward (infiltration or exfiltration) of the entire system including the sewer mains, service sewers, manholes and wet wells shall not exceed 25 gallons per inch of pipe diameter per mile per day for any section of the system.
- C. The weir shall be installed in each manhole. The manhole will then be filled with water to a depth of 3' from the top of the pipe, which should be at the bottom of the weir. The water level will stand for one (1) hour to stabilize then filled (if necessary) to the initial level. During the next hour the water level will be observed and the amount flowing through the weir or the amount of water required to maintain the level will be measured. This measured amount should not exceed the allowable.

3.04 INSPECTION

- A. Upon complete installation of the gravity sewer, the Contractor must enter a waiting period of not less than 10 days prior to inspection. In order to initiate the waiting period, the Contractor must notify the Design Engineer and the LCPC inspector in writing of the status of the sewer.
- B. After completion of the waiting period all sewer mains must pass a 5% deflection mandrel pulled by hand. If a 5% deflection mandrel will not pass through any section, that section will be replaced or rerounded at the expense of the Contractor. Mandrel to be supplied by the City of Hinesville inspector.
- C. Once the mandrel and physical inspection is complete the contractor will schedule a time when the owner may internally inspect the sewer main utilizing a sewer camera and generating a video inspection of the system. If any defects are found in the system as a result of the internal inspection then, that section of the sewer main and any mains feeding into that system will not be accepted.

- C. No sewer main will be accepted if there is any evidence of sagging or bowing in the line which will adversely effect the performance of the pipe. Nor will any sewer mains be accepted if they are laid on a grade substantially less that specified on the Construction Plans. No line will be accepted if laid on less grade than the minimum stated in this specification.
- D. All manholes will be inspected for general appearance, cracks, leaks, proper installation of frame and cover, steps and inverts. Any manholes, which do not conform to the specifications, will not be accepted until the deficiency is corrected by the Contractor.
- E. All 4" sewer services will be tested for continuity and minimum bends by passing a standard tennis ball. Each sewer service shall be temporarily capped during construction. During the inspection, a tennis ball will be dropped down the open end of the sewer service. If the ball does not appear in the lower manhole the contractor will excavate the service, correct the blockage and repeat the test until successful.
- F. All manhole and wetwell liner systems shall be tested using the "Spark Test" to locate incomplete welds or penetrations in the liner not adequately sealed for gas containment.

3.05 CLEANING

- A. Contractor to clean the completed system of any debris or obstructions prior to Final Inspection.

Not for Bid

SECTION 02821
GRASSING

PART 1 - GENERAL

1.01 APPLICABLE STANDARDS

- A. Conform to Section 700 and other applicable articles of the "Standard Specifications Construction of Transportation Systems", of the Department of Transportation, State of Georgia, dated April 18, 2013. Omit all references to measurement and payment.

1.02 SOIL SAMPLES

- A. The Contractor shall take soil samples from several areas of the site to be grassed and have them analyzed by the Georgia Extension Service. The results of the analysis shall determine the best fertilizer mixture to use on the site.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. Commercial Fertilizer: Fertilizer for lawns shall be a complete fertilizer, the nitrogen content of which shall be derived from either organic or inorganic sources and meeting the following minimum requirements of plant food by weight, unless the soil analysis and report indicates a need for a different fertilizer mixture in which case the recommended mixture shall be furnished and applied. All State and Federal laws relative to fertilizer must be complied with.

10% Nitrogen - 12% Phosphoric Acid - 12% Potash

- B. Ground Limestone: Lime shall be ground dolomitic limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 50% will pass through a 20-mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
- C. Sodium Nitrate shall be a commercial product in dry powder form and shall be delivered in the original, unopened containers each bearing the manufacturer's guaranteed statement of analysis. It shall contain not less than 16% Nitrogen.

2.02 LAWN MATERIALS

- A. Kentucky 31 Fescue (Fescue elatior: var. arundinacea): Seed shall be 98% minimum purity and 85% germination.
- B. Bermuda Grass (Cyanodon Dactylon): Seed shall be 98% minimum purity and 85% germination.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare the seed bed by thoroughly cultivating, discing and hand raking as necessary to produce a smooth even grade free from hollows or other inequalities. Before any seeding is attempted the soil must be in a well pulverized, smooth, friable condition of uniformly fine texture.

3.02 FERTILIZING AND LIMING

- A. Approximately two (2) days prior to the start of seeding operations, apply ground limestone at the rate of 20 pounds per 1000 sq. ft. of lawn area. Either in conjunction with the above operation or immediately afterwards apply the specified Commercial Fertilizer over all lawn areas at the rate of 30 pounds per 1000 sq. ft. of lawn area. Work limestone into the top 6 inches of ground and the fertilizer into the top 2 inches of ground.
- B. When the grass has started to cover well (approximately 4 weeks after sowing seed) apply 1-1/2 pounds of Ammonium Nitrate to all lawn areas and immediately water using a fine spray. At the end of the maintenance period and prior to the final inspection apply 10 pounds of the specified Commercial Fertilizer per 1000 sq. ft. of lawn area and immediately water.

3.03 SEEDING

- A. Before any seeding is attempted the soil must be in a well pulverized, smooth, friable condition of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 2 lbs. of seed per 1000 sq. ft., 50% in one direction and the remainder sown at right angles to first sowing. The seeded areas shall be lightly raked, rolled with a suitable weight roller and watered with a fine spray.
- B. Fescue planting season shall be as approved by Engineer.
- C. Bermuda Grass seeding shall be planted only between May 1 to September 1.
- D. When grassing is required between curbs and sidewalks, behind sidewalks in areas adjacent to private property, the Engineer may change the type of seeding to that required to match any type of grass which may be planted and growing on the adjacent lawn. No increase in the Contract Sum will be made for this substitution.

3.04 WATERING

- A. Soak soil to a minimum depth of 6 inches immediately after seeding. Do not wash away soil or seed. Keep all surfaces continuously moist thereafter until 30 days after the lawn has been seeded. Use fine spray nozzles only.

3.05 RESPONSIBILITY

- A. Maintenance of grass areas shall consist of watering, weeding, cutting, repair of any erosion and reseeded or resodding as necessary to establish a uniform stand of the specified grasses, and shall continue until final acceptance.
- B. All grassed areas that do not show satisfactory growth within 15 days after sowing shall be re-sown and re-fertilized as directed until a satisfactory blanket is established. Approximately 3 weeks after sowing the last seed, but not before the seed has taken hold and the grass is growing well, apply sulfate of ammonia or sodium nitrate at the rate of 300 pounds to the acre and water immediately. The lawns shall be considered established when they are reasonably free from weed, green in appearance and the specified grass is vigorous and growing well on each square foot of lawn area. Full coverage is required in 60 days.
- C. All grassed areas shall be protected until accepted. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect lawn areas against traffic.
- D. Grassed areas shall be covered evenly with a loose layer of clean wheat, rye, oats, Serecia Lespedeza or Coastal Bermuda Hay. Two tons of dry mulch shall be applied to each acre seeded. Hay shall be placed during calm weather with no wind.
- E. As soon as the grass becomes established, a final inspection of the work will be made, provided a written request for such inspection is given to the Engineer. Satisfactory coverage is defined as coverage of the areas seeded with grass that is alive and growing, leaving no bare spots larger than one (1) square foot with 98% coverage.
- F. All temporary valves, cutoffs and piping shall be removed by the Contractor at final acceptance of the grassing.

Not for Bid

SECTION 05530

ALUMINUM GRATINGS

- A. The work covered by this Section includes furnishing all labor, equipment and materials required to furnish and install all aluminum gratings and stairway treads, including all supporting angles, anchors and incidental fastenings where shown on the Drawings or specified herein.
- B. Unless specifically designated otherwise on the Drawings, all gratings and treads shall be aluminum.

1.2 DESIGN REQUIREMENTS

Aluminum grating shall be designed for an extreme fiber stress in bending of not more than 10,000 psi and a deflection of not more than 1/300 of the span length or 0.25-inch, whichever is smaller, under a uniform live load of 100 pounds per square foot. The depth and thickness of the main bearing bars shall not be less than that shown on the Drawings (1-inch minimum) and the clear spacing between main bearing bars shall not exceed 1-1/8-inches.

1.3 SUBMITTALS

Complete shop drawings and engineering data shall be submitted in accordance with the requirements of Section 01340 of these Specifications.

1.4 STORAGE AND PROTECTION

Aluminum gratings shall be stored and protected in accordance with the requirements of Section 01640 of these Specifications.

1.5 QUALITY ASSURANCE

The Contractor shall provide the Engineer with written certification that the aluminum grating and treads are in conformance with the material and mechanical requirements specified herein. Certified copies of independent laboratory test results or mill test results from the grating or stair tread supplier may be considered evidence with the appropriate ASTM testing standards by experienced, competent personnel. In case of doubt as to the accuracy or adequacy of mill tests, the Engineer may require that the Contractor furnish test reports from an independent testing laboratory on certified samples of aluminum bar stock. Cost for this testing to be borne by Contractor.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

Grating shall be IKG, Seidelhuber, Liskey or Ohio Grating.

2.2 ALUMINUM GRATINGS

- A. Aluminum gratings shall be fabricated of I-shaped or rectangular 6061-T6 or 6063-T6 aluminum alloy bars welded or pressure locked together into rigid panels. Grating and banding bars shall be machine cut. Top surfaces of main bearing bars shall be grooved or serrated to provide a non-slip surface.
- B. Grating panels shall be simply supported by shelf angles on two sides of the openings and shall be reversible. The gratings shall be of the type that can be made in panels of the widths and lengths appropriate to the openings shown on the Drawings, no gratings will be accepted which require individual panels to be made up by binding narrow panels together with end or intermediate binding strips welded thereto. The ends of all grating panels and the edges of all openings shall be provided with banding strips of the same depth and thickness of the main bars, welded thereto and neatly finished at the intersections with the bars. After installation, there shall not be more than 1/4-inch clearance between sides of adjacent panels. Panels shall be furnished in sizes that weight does not exceed 80 pounds.
- C. The top surface of all bars shall be flush and all gratings shall lie flat with no tendency to rock when installed. Cross bars and edge bars of adjacent panels shall align for neatness. Maximum spacing between adjacent panels shall not exceed 1/4-inch. All main bearing bars shall be parallel. Cross bars shall be cut off flush with outside face of side bars.
- D. Grating panels shall be securely anchored in place with stainless steel "J" bolts or aluminum saddle or hook clamps. Galvanized hardware shall not be acceptable. A minimum of two fasteners over each support shall be provided.
- E. Main bearing bars shall be supported by aluminum shelf angles of the size and thickness as shown on the Drawings. There shall not be more than 1/4-inch clearance between the ends of the grating panels and the inside vertical face of the shelf angle.
- F. Grating panels shall be within 3/16-inch, plus or minus of authorized length and width, and shall have a maximum difference in length of opposite diagonals of 3/16-inch. Spacing of bearing bars shall be within 1/32-inch of authorized spacing.
- G. All surfaces shall be sound, smooth, clean and free from defects. Completed sections shall be level and true so as to rest firmly on the bearing angles along the entire contact surface. Openings, where required, shall be neatly and accurately made to the dimensions required as shown on the Drawings. Poorly fitted or damaged grating shall be replaced. All angular, circular or reentrant cuts shall be made by sawing or shearing. Flame cutting will not be permitted.

- H. Unless otherwise shown, openings to be covered with grating shall be bound on all four sides with a continuous shelf angle frame having welded corners and sufficient strap anchors for anchorage into the concrete. Where changes in channel direction, openings for gates, ends of grating runs, etc., prohibits adequate support for grating, additional cross angles shall be furnished to provide a seating surface.
- I. Grating shall be laid out so that openings in the gratings are centered on a joint between adjacent panels. Where joints occur normal to the direction of span, they shall be centered on structural support with not more than 1/8-inch between ends of adjoining panels.
- J. Solid plank grating shall be I-bar reinforcing designed to meet the deflection requirements specified herein. The solid plank shall have a non-slip surface.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Gratings shall be installed in accordance with the manufacturer's recommendations and instruction.
- B. Gratings shall have no tendency to shift, rock or rattle and shall not exhibit excessive deflection under normal foot traffic.
- C. Stair treads shall be installed at the proper spacing and alignment and shall be level. Stairs shall not sway or vibrate under ordinary foot traffic. Additional bracing or supports shall be provided, if necessary.

3.2 SURFACE PREPARATION AND SHOP PAINTING

- A. Surface preparation and shop painting shall be in accordance with the requirements of Section 09900 of these Specifications.
- B. Aluminum surfaces to be embedded in concrete or otherwise placed in contact with masonry construction shall be given a heavy shop coat of a zinc chromate primer in accordance with Federal Specification TT-P-645. The paint shall be applied as received from the manufacturer without the addition of any thinner.
- C. Where aluminum surfaces come in contact with dissimilar metals, except stainless steel, the aluminum surfaces shall be kept from direct contact with said metal by the use of neoprene gaskets, 10 mil polyethylene film or insulating washers. Paint or galvanizing will not be considered as adequate protection.

3.3 FIELD PAINTING

Field painting shall be in accordance with the requirements of Section 09900 of these Specifications.

3.4 CLEANING

Prior to the acceptance of the work of this Section, thoroughly clean all installed materials and related areas in accordance with the requirements of Section 01710 of these Specifications.

END OF
SECTION

Not for Bid

SECTION 09901
MANHOLE AND WETWELL REHABILITATION LINER

PART I - GENERAL

1.01 SUMMARY

- A. This specification covers all labor, materials, equipment, and services necessary to complete the installation of corrosion protection for concrete and masonry wastewater structures as herein specified.
- B. Scope of this section is to inject chemical grout to plug existing leaks, wait five days then inspect of existing structure for new leaks. Once all leaks are sealed, coat that structure with either Raven or SpectraShield lining system.

1.02 REFERENCES

- A. ACI – The published standards of the American Concrete Institute, Farmington Hills, MI.
 - 1. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- B. ASCE – The published Manuals and Reports on Engineering Practices of the American Society of Civil Engineers, Reston, VA.
 - 1. ASCE Manual No. 92 – Manuals and Reports on Engineering Practice; Manhole Inspection and Rehabilitation (2008 Update).
- C. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
 - 1. ASTM D638 - Tensile Properties of Plastics.
 - 2. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
 - 3. ASTM D695 - Compressive Properties of Rigid Plastics.
 - 4. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
 - 5. ASTM D7234 - Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
 - 6. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
 - 7. ASTM D2584 - Volatile Matter Content.
 - 8. ASTM D543 - Resistance of Plastics to Chemical Reagents.
 - 9. ASTM D4258 - Standard Practice for Surface Cleaning Concrete
 - 10. ASTM D4259 - Standard Practice for Abrading Concrete
 - 11. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.

12. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
- D. ICRI – The published standards of the International Concrete Repair Institute, Des Plaines, IL.
1. ICRI Technical Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- E. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete (otherwise known as the “Redner Test”).
- F. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
1. NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
- G. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.
1. SSPC-SP 1 – Solvent Cleaning
 2. SSPC-SP 5 - White Metal Blast Cleaning
 3. SSPC-SP 10 - Near White Metal Blast Cleaning
 4. SSPC-SP 12 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
 5. SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete.
 6. SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
- H. SSPWC - Standard Specifications for Public Works Construction “Greenbook”, 2009.
1. SSPWC 210-2.3.3 & 211-2 - Chemical Resistance Test (Pickle Jar Test).
 2. SSPWC 500-2 – Manhole and Structure Rehabilitation.

1.03 SUBMITTALS

A. Product Data:

1. Technical data sheet for each repair and coating product to be used; including application, cure time, surface preparation procedures, and certification from coating product manufacturer as to the compatibility of the repair material(s) and coating system.
2. Material Safety Data Sheet (MSDS) for each product to be used.

3. Copies of independent testing performed on the coating product indicating the product meets the requirements as specified herein. Coating product physical properties shall be substantiated through submittal of testing results as documented by an accredited third party laboratory and shall be representative of the actual field applied product including cure mechanism(s) as to be employed in the field.
4. Five (5) references of manufacturer indicating successful coating system performance greater than five (5) years in age of the submitted coating product(s) within the municipal wastewater environment.

B. Contractor Data:

1. Current documentation from repair and coating product manufacturer(s) certifying Contractor's training and equipment complies with the Quality Assurance requirements specified herein (Section 1.4).
2. Five (5) references of Contractor indicating successful coating system installation performance greater than five years in age of coating product(s) of the same material type as specified herein, applied by spray application within the municipal wastewater environment.
3. Documentation of requirements of Section 1.6 B & C.

1.04 QUALITY ASSURANCE

- A. Coating and repair product(s) shall be capable of being installed and curing properly within the specified environment(s); specifically, within environmental conditions of a typical sanitary sewer. Coating product(s) shall be resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems.
- B. Coating and Repair product(s) shall be fully compatible; including ability to bond effectively (as tested for in Section 3.5 C.) to each other and/or the host substrate, forming a composite system.
- C. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).

- D. Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.
- E. Inspectors shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the product(s) to be used as specified herein.
- F. Contractor shall initiate and enforce quality control procedures consistent with the coating product(s) manufacturer recommendations and applicable NACE, SSPC, ICRI or other standards as referenced herein.
- G. Pre-construction meeting shall take place no less than two weeks prior to Contractor mobilization. All parties to have physical presence on the project during construction shall be present. At this meeting responsibilities and authorities during construction shall be discerned; comments and questions regarding materials and execution of these specifications shall be presented and addressed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials are to be kept dry, protected from weather, and stored under cover.
- B. Coating and repair materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat, or strong oxidants.
- C. All materials are to be handled according to their material safety data sheets.

1.06 SITE CONDITIONS

- A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- B. Confined space entry program and other required safety training certifications shall be submitted by Contractor to Owner as necessary to perform the specified work.
- C. Flow diversion and/or bypass plans shall be submitted by Contractor to Owner as necessary to perform the specified work.

1.07 WARRANTY

- A. Contractor shall warrant all work against defects in materials and workmanship for a period of ten (10) years, unless otherwise noted, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said ten (10) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.
- B. Coating and repair product supplier(s) shall warrant all coating materials for a period of ten (10) year from the date of final acceptance, unless otherwise noted, to be free of manufacturing defects; and products will meet current published physical properties when applied and tested in accordance with the manufacturer's standards. If, within said ten (10) year period, any product does not meet the physical properties or is defective in manufacture the manufacturer will either replace the defective product or refund the purchase price.

PART II – PRODUCTS

2.01 EXISTING PRODUCTS

- A. Standard Portland cement or new concrete must cure a minimum of 28 days prior to application of the coating product(s) or surfaces must be prepared and coating materials applied according to the coating product manufacturer's recommendations for such conditions.
- B. Existing coatings shall be removed which may affect the performance and adhesion of the specified coating product(s). Contractor is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.
- C. Thoroughly clean and prepare existing products/surfaces to affect a seal with and promote the adhesion of the coating product(s).

2.02 REPAIR PRODUCTS

- A. Repair products shall be used to fill voids or bugholes, smooth transitions between components, replace lost mortar in masonry structures, smooth rough surfaces, and rebuild severely deteriorated substrates and/or to remediate infiltration prior to the installation of the coating product(s).
 - 1. Repair materials must be supplied by the coating product(s) manufacturer or shall be expressly approved by the coating product(s) manufacturer in writing for compatible with the specified coating product(s).

2. All materials shall be mixed, applied, and cured in accordance with the manufacturer's recommendations.
 3. Repair product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.
- B. 100% solids, solvent-free epoxy grout; specifically designed for use with the coating system. The specified coating product(s) (Section 2.3 C.) enhanced with Raven 200 polyolefin fiber filler or other approved aggregate.
- C. Factory blended, rapid setting, high-early strength, non-shrink repair mortar to be trowel or pneumatically spray applied to the entire surface.
1. Product: Cement Mortar having the following characteristics:
 - a. Product Type: Fiber filled high early strength Portland cement mortar
 - b. Tensile Strength, psi (ASTM C496): >800
 - c. Compressive Strength, psi (ASTM C109): >9,000 @ 28 days
 - d. Flexural Strength, psi (ASTM C293): >1500
 - e. Shrinkage @ 90% R. H., % (ASTM C596): 0
 - f. Adhesion to Concrete, psi (ASTM C882): >2000 psi
 - g. Freeze/Thaw (ASTM C666): 100 Cycles, no visible damage
- D. Factory blended, non-shrink, hydraulic cement or injected chemical grout to be used for infiltration remediation.
1. Manufacturer: As applicable
 2. Product: Hydraulic cement having the following characteristics:
 - a. Product Type: Hydraulic cement
 - b. Compressive Strength, psi (ASTM C109): >1,000 @ 1 hour, >2500 psi @ 24 hours
 - c. Shrinkage @ 90% R. H., % (ASTM C596): 0
- E. Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.
1. Manufacturer: As applicable
 2. Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.

2.03 COATING PRODUCTS

- A. Coating products shall be either of the two specifically Raven or SpectraShield called out in this specification or equal product meeting the same performance and warranty.
- B. Coating product shall be applied to all interior surfaces to protect the host substrate and repair materials from all forms of chemical or bacteriological attack typically found in municipal sanitary sewer systems and to impart a degree of structural enhancement.
- C. Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.
- D. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be spray applied to all interior surfaces of exposed concrete above the spring line or as otherwise detailed.
 1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax.
 2. Product: Raven 405 – 100% solids, solvent-free ultra high-build epoxy system exhibiting the following characteristics:
 - a. Product Type: amine cured epoxy
 - b. VOC Content (ASTM D2584): 0%
 - c. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
 - d. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
 - e. Flexural Modulus, psi (ASTM D790): 700,000 (minimum)
 - f. Adhesion to Concrete, psi/mode of failure (ASTM D4541/7234): 200 psi (minimum) with substrate (concrete) failure
 - g. Chemical Resistance (ASTM D543/G20) immersion service for:
 - i. 2.3.C.2.g.1. Municipal sanitary sewer environment
 - ii. 2.3.C.2.g.2. Sulfuric Acid, 30%
 - iii. 2.3.C.2.g.3. Sodium Hydroxide, 10%
 - iv. 2.3.C.2.g.4. Sodium Hypochlorite, 12.5%
 - h. Successful Pass: Sanitation District of L.A. County Coating Evaluation Study and SSPWC 210.2.3.3 (Greenbook “Pickle Jar” Chemical Resistance test)
 - i. Product shall be applied at a minimum 125
 - j. Coating product primer to be applied as recommended by the coating product manufacturer as installation conditions warrant.
 1. Manufacturer: Raven Lining Systems.
 2. Product: Raven 171 – 100% solids epoxy primer having the following characteristics:

k. 100% Solids, Solvent-Free, Ultra-High Build Epoxy Coating to be manually or spray applied to interior surfaces of exposed concrete below the typical flow line; specifically designed for accelerated cure and suitable for release of flow in less than 45 minutes at normal service temperatures or as otherwise detailed.

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax.
2. Product: Raven 405 FS – 100% solids, solvent-free ultra high-build epoxy system.

E. Three component SpectraShield system as follows or equal

1. Liner

<u>Installation</u>	<u>Liner</u>
Moisture Barrier	Modified Polymer
Surface	Polyurethane/Polymeric Blend Foam
Final Corrosion Barrier	Modified Polymer

2. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

TYPICAL CHEMICAL ANALYSIS

“A” Component

Viscosity, 77° F, cps., ASTM D-1638	450
Physical State	Liquid
Color	Clear to amber
Hygroscopicity	Reacts with water

“B” Component

Viscosity, 77° F, cps., ASTM D-1638	500
Physical State	Liquid
Color	Flamingo Pink
Non-Volatile	100%

Reaction Profile (100 grams, 175° F sample)

Gel Time, seconds	10
Tack Free Time, seconds	20
Cure Time, seconds	90

Processing
A System / B System, volume ratio 1.00 / 1.00

Typical Physical Properties
Tensile Strength, PSI >3600
Elongation, % >300
Tear Strength, PLI >5000
Shore A Hardness 96
100% Modulus, PSI >2500

3. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.

TYPICAL CHEMICAL ANALYSIS

“A” Component
Viscosity, 77° F, cps., ASTM D-1638 200
Physical State Liquid
Color Dark Brown
Hygroscopicity Reacts with water and evolves CO2 gas

“B” Component
Viscosity, 77° F, cps., ASTM D-1638 660
Physical State Liquid
Color Transparent Dark
Hygroscopicity Absorbs water rapidly thus changing ratio

Reaction Profile (100 grams, 77° F sample)
Cream Time, seconds 1-4
Tack Free time, seconds 5-8
Rise Time, seconds 6-10

Processing
A System / B System, volume ratio 1.00 / 1.00

Typical Physical Properties
Density, nominal, core, lbs/ft3 ASTM D-1622 @ 74° F 4-10
Compression Strength, ASTM D-1621 @74° F parallel rise; PSI 90-150
Closed Cell Content, % - ASTM 1940 @ 74° F Over 95
Shear Strength, PSI - ASTM C-273 @ 74° F 225-250

4. Total thickness of multi-component stress panel liner shall be a minimum of 500 mils.

2.04 PRODUCT APPLICATION EQUIPMENT

- A. Cementitious repair products for spot repair may be mixed and applied using hand and/or power tools.
- B. Cementitious repair products to be spray applied shall be mixed and applied using manufacturer approved batch mixing and low velocity spray devices.
- C. Coating product primer may be applied using hand tools or other convention/airless spray application device(s).
- D. Coating product to be spray applied shall be mixed and applied using manufacturer approved heated plural component spray equipment.
- E. Coating product application too hard to reach areas or for touch-up may be performed using hand tools.

PART III – EXECUTION

3.01 EXAMINATION

- A. Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.
- B. All structures to be coated shall be readily accessible to Contractor.
- C. New Portland cement concrete structures shall have endured a minimum of 28 days since manufacture prior to commencing coating installation. Should earlier coating be required, coating product manufacturer shall recommend specifications including appropriate cure assessment testing and use of specialty primers and sealers such as Raven or Spectrashield products.
- D. Any active wastewater flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.
- E. Temperature of the surface to be coated should be maintained between 40 and 120 deg F.

- F. Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.
- G. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

3.02 REPAIRS AND SURFACE PREPARATION

- A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.
- B. Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.
- C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the engineer.
- D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC-SP 1 – Solvent Cleaning.
- E. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).
- F. Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning, water jetting, abrasive blasting, shotblasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as:
 - 1. SSPC SP-13/NACE No. 6 Surface Preparation of Concrete,
 - 2. ASTM D-4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM-D-4259 Standard Practice for Abrading Concrete,
 - 3. ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
 - 4. NACE/SSPC Standards for the surface preparation of steel.

- G. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).
1. Resulting surface profile of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 03732):
 - a. For application of cementitious materials; at least a CSP2
 - b. For application of coating products: at least a CSP2.
 2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,
 - a. In conditions where severe chemical/microbiological attacks have occurred, the prepared substrate shall exhibit a pH of 8-12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.
 3. Steel surfaces to be coated shall be abrasive blast cleaned.
 - a. Blast air shall be free of oil and water.
 - b. Abrasive shall be as required to produce the specified level of cleanliness and profile in an efficient and uniform manner. Abrasive shall not be recycled.
 - c. Abrasive blasting shall not be performed when the air or steel temperature is below 40 deg F, when the relative humidity exceeds 80%, or when the steel is less than 5 deg F warmer than the dew point. The Contractor will provide dehumidification, and/or temperature control as necessary to meet these conditions.
 - d. Blast cleaning shall be in accordance with SSPC-SP 5, White Metal Blast Cleaning for immersion service of the coated areas. Blast cleaning for other surfaces shall be in accordance with SSPC-SP 10, Near White Blast Cleaning. Anchor profile shall be 2.5-5.0 mils and relative to the coating thickness specified.
 - e. Alternatively, surfaces to be recoated may be cleaned according to SSPC-SP 12/NACE No. 5 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
- H. Preparation shall be to SSPC-SP 12, WJ-1, Clean to Bare Substrate using a minimum of High-Pressure Water Jetting (10,000 psi-30,000 psi).
- I. Water jetting does not produce an etch or profile of the magnitude currently recognized by the coatings industry. Rather, it exposes the original abrasive-blasted surface profile if one exists. An anchor profile of at least 2.5 mils is required to be exposed. If sufficient profile does not exist, abrasive blasting shall be performed as specified in section 3.02 D.
- J. At the time of the recoating, the amount of flash rust shall be no greater than "No Flash Rust" as defined in SSPC-SP 12.

- K. If inhibitors are to be used with the standard jetting water, the coatings manufacturer shall be consulted to ensure the compatibility of inhibitors with the coatings.
- L. Prior to the application of the coating product repairs shall be completed to ensure the following:
 - 1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts as described in Section 2.02.
 - 2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section.
 - a. Benches or other horizontal surfaces shall have adequate slope (1" rise per lineal foot minimum) to minimize the retention of debris following surcharge.
 - b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.
 - c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.
- M. Areas where reinforcing steel has been exposed shall be repaired in accordance with the Project Engineer's recommendations or at the minimum all exposed steel shall be prepared in accordance with Section 3.02 prior to coating with the coating product specified or other approved primer as specified by the coating product manufacturer.

3.03 APPLICATION OF REPAIR AND RESURFACING PRODUCTS

- A. Repair products as per section 2.02 D shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).
- B. Repair products as per section 2.02 C and/or D shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating product(s) to be applied. These products shall be installed to ½" minimum thickness or as recommended within manufacturers published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified by the Project Engineer.
- C. Repair products as per section 2.02 D and/or E shall be used to remediate all active inflow, infiltration, and/or external soil/fill voids.

- D. All Repair products shall be handled, mixed, installed, and cured in accordance with manufacturer guidelines.
- E. All repaired or resurfaced substrates shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application as per section 3.02.
- F. (OPTIONAL) Fiberglass woven roving cloth may be rolled into the coating for added tensile and flexural strength where desired and/or required.
 - 1. A tack coat of a minimum of 20-30 mils shall be applied and allowed to cure to a tack free state, followed by an additional coat of 20-30 mils of coating into which the fiberglass mat shall be inlaid and rolled while wet, an additional 50-60 mil coat minimum shall be applied over the fiberglass inlay as part of the overall coating application.
 - 2. Fiberglass mat shall be woven roving cloth with an approximate weight of 9 oz/yd². Fiberglass mat shall be rolled into the epoxy tack coat(s) using a notched roller fully relieving trapped air and wrinkles. The final topcoat shall encapsulate all fiberglass strands. Care should be taken to ensure adequate cure time between applications above 100 mils to relieve exothermic heat in order to avoid thermal degradation of the coating.

3.04 APPLICATION OF COATING PRODUCT(S)

- A. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.
- B. Spray equipment shall be heated plural component specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.
- C. Contractors qualified in accordance with Section 1.04 of these specifications shall perform all aspects of coating product(s) installation.
- D. Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.
- E. Coating thickness shall be in relation to the profile of the surface to be coated as recommended by the coating product manufacturer.

- F. In all cases the Raven coating product(s) shall be applied to a minimum dry film thickness of 80 mils to surface profiles of CSP-2 to CSP-5 or 125 mils minimum DFT to surface profiles of CSP-6 or greater. In all cases the product will be applied to a minimum dry film thickness in accordance with manufactures recommendation.
- G. After complete visual inspection, a spark test of the complete liner shall be performed. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by Manufacturer.
1. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.
- H. Subsequent top-coating or additional coats of the coating product(s) shall occur within the product's recoat window or 24 hours whichever is less. Additional surface preparation procedures will be required if this recoat window is exceeded.
- I. Coating product(s) shall interface with adjoining construction materials/components throughout the manhole structure to effectively seal and protect substrates from attack by corrosive elements and to ensure the effective elimination of infiltration into the sewer system.
- J. Procedures and materials necessary to affect the interface between dissimilar materials and the coating product shall be as recommended by the coating product(s) manufacturer.
- K. Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1" below normal flow levels at the bench or within the invert [unless invert is specified to receive coating], and a minimum of 1" interfacing within each pipe penetration.
- L. Sewage flow shall be stopped, bypassed, or diverted as necessary for application of the coating product(s) to the invert and interface with pipe materials.

3.05 TESTING AND INSPECTION

- A. Coating system thickness shall be inspected to ensure compliance with the specifications herein.
1. Raven during application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken,

- documented, and attested to by Contractor for submission to Owner.
2. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
 3. Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.
 4. Visual inspection shall be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by Manufacturer.
- B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.
1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
 2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
 3. All areas repaired shall be retested following cure of the repair material(s).
 4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted, and all possible holidays shall be marked and repaired as described above.
 5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.
- C. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.
- D. The municipal sewer system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer's recommendations.

SECTION 15301
SLIDE GATES

PART 1 - GENERAL

1.01 SCOPE

The work of this section includes furnishing and installing all gates and gates for the piping systems shown on the drawings, as specified herein or as required for equipment operation. The gates shall be capable of isolating flow from the structure under all conditions without leakage.

1.02 SUBMITTALS

The Contractor shall prepare and submit for approval, complete detailed drawings of all gates in accordance with the requirements of the appropriate section of these specifications. All gates of the same type shall be from a single manufacturer. Spare parts shall be furnished as specified under the proposal items. Special tools required for repacking or disassembling gates shall be provided.

PART 2 - PRODUCTS

2.01 ALUMINUM STOP/ SLIDE GATES

- A. The Contractor shall furnish and install aluminum stop gates at the location shown on the plans of the sizes indicated. The gate assemblies shall be manufactured by Rodney Hunt, Inc. or approved equal
- B. The disc shall be aluminum plate ASTM B209 6061-T6 reinforced with structural aluminum shapes or extrusions welded to the plate. The disc shall not deflect more than 1/360th of the span of the gate under the design head.
- C. The guide shall be extruded aluminum plate ASTM B221 6061-T6. The guide shall be designed for maximum rigidity and shall have a weight of not less than 3.0 lbs. per linear foot. The guide shall be designed to embed into the face of the concrete and shall provided with keyways to lock them into the concrete.
- D. A cast aluminum handwheel shall be provided and shall work in conjunction with a brass lifting nut and a 1-1/2 inch stain-less steel acme rod. All hardware shall be stainless steel. The lifting nut shall be provided with a grease fitting for ease of lubrication. Polymer bearing pads shall be incorporated above and below the brass lifting nut. Stem shall be ASTM A276 Type 304 stainless steel and shall have a rising stem cover of clear polycarbonate with vent holes.
- E. The gate assembly shall include a wall thimble to ensure a water tight seal under all operating conditions. Leakage shall be limited to 0.1 gpm per foot of seating perimeter.
- F. The seal shall be specifically extruded resilient neoprene mounted to the mounted to the bottom of the disc or installed into the invert member to provide flush bottom closure. The shape of the seal will produce a seating surface having a minimum surface having a

minimum width of 3/4" and the seal shall extend into the secondary slot of the vertical guide.

PART 3 - INSTALLATION

- 3.01 All gates shall be carefully mounted in their respective positions free from all distortion and strain. All gates shall be properly packed and left in satisfactory operating condition at the completion of the project.
- 3.02 Mechanical joints shall be made in accordance with paragraph 3.01 (G) of Section 02555 of these specifications.
- 3.03 Flanged joints shall be made using full-face rubber gaskets 1/8" thick. Bolts and nuts the gate is shall be carbon steel conforming to ASTM A307.
- 3.04 Upon completion of the installation the contractor shall demonstrate that watertight from one side to the other and allows complete isolation of liquid.

Not for Bid

SECTION 15531

MECHANICALLY CLEANED BAR SCREEN
(TRAVELING MULTI-RAKE SCREEN)
[CITY PURCHASED]

PART 1: GENERAL

1.01 SCOPE

- A. This section of work shall include furnishing, delivering to the jobsite and unloading at the jobsite one (1) mechanically cleaned stationary bar screen containing multiple rake blades and a fixed back cleaned screen rack in front of a stationary screen rack as indicated on the drawings. Each screen shall be manufactured from AISI 304L stainless steel shapes. Fabrication and assembly shall be in conformance with these specifications and drawings.
- B. Each screen shall be furnished complete with a bottom fixed back cleaned screen rack in front, bar rack, dead plate, side frames, back covers, rake blades, drive chains, sprockets and bearings, drive motor, gear reducer, anchor bolts, controls and all accessories and appurtenances specified or otherwise required for a complete and properly operating installation.
- C. Contractor shall coordinate all details of the equipment with other related parts of the work. He shall verify that all structures, piping, wiring, and equipment components are compatible. Contractor shall be responsible for all structural and other alterations required to accommodate equipment differing in dimensions or other characteristics from these specifications and drawings.
- D. Contractor shall install the equipment according to instructions and recommendations of the equipment manufacturer.
- E. Power supply is 480 Volts, 60 Hz, 3-phase.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM) Publications:
 - 1. Section A322: Carbon and Alloy Steel Bar Specifications.
 - 2. Section A507-10: Standard Specification for Drawing Alloy Steel, Sheet and Strip, Hot-Rolled and Cold Rolled.
- B. Anti-Friction Bearing Manufacturers Association (AFBMA):
 - 1. Standard 9-90 Load Ratings and Fatigue Life for Ball Bearings.
 - 2. Standard 11-90 Load Ratings and Fatigue Life for Roller Bearings.

1.02 SUBMITTALS

The manufacturer shall furnish five (5) sets of bound submittals in addition to one (1) electronic version on CD/DVD. The following information shall be submitted to the Engineer to establish compliance with this specification. Submittals shall include the following:

- A. Product Data: Include the following:
 - 1. Descriptive literature, brochures, and/or catalogs of the equipment.
 - 2. Motor characteristics and performance information.
 - 3. Gear reducer data including service factor, efficiency, torque rating, and materials.
 - 4. Parts list including a list of recommended spare parts.
- B. Shop Drawings: Include the following:
 - 1. Manufacturer's installation drawings.
 - 2. Wiring and schematic diagrams.
- C. Operations and maintenance manual
- D. Installation reference list.
- E. Detailed installation instructions.
- F. Equipment weights and lifting points.
- G. Recommendations for short- and long-term storage.
- H. A copy of the manufacturer's warranty
- I. A copy of documents proving certification of the Manufacturer's Quality Management System according to ISO 9001 and Environmental Protection Management System according to ISO 14001.

1.04 QUALITY ASSURANCE

- A. To ensure quality, conformance, and reliability with regard to the manufacturing and production of the equipment, the manufacturer shall meet all requirements listed hereafter:
- B. Manufacturer shall have a minimum of twenty (20) years experience producing equipment substantially similar to that required and shall be able to submit documentation of at least three (3) independent installations using the same size or larger equipment as detailed in the below.

- C. The Contract Documents represent the minimum acceptable standards for the screening equipment for this project. All equipment shall conform fully in every respect to the requirements of the respective parts and sections of the drawings and specifications. The entire unit shall be Manufacturer's standard product, but shall be modified, redesigned, furnished with special features or accessories, made of materials or provided with finishes as may be necessary to conform to the quality mandated by the technical and performance requirements of the specification.
- D. The entire unit shall be manufactured from AISI 304L stainless-steel shapes. All components made of stainless steel shall be passivated by full submergence in a pickling bath for perfect surface finishing. No stainless-steel components may be fabricated or assembled in a factory where carbon steel products are also fabricated, in order to prevent contamination by rust.
- E. Electric motors, gear reducers, and other self-contained or enclosed components shall have an acrylic enamel finish.
- F. All stainless-steel parts of the unit shall be fully submerged into a pickling bath for at least 2 hours to remove welding spots and to protect the stainless steel against corrosion. Glass bead blast or chemically treated stainless steel shall not be allowed.
- G. Fabrication shall be done in compliance with all applicable ASTM standards or equivalent international standards.
- H. All welding in the factory shall use shielded arc, inert gas, MIG or TIG method. Filler wire shall be added to all welds to provide for a cross section equal to or greater than the parent metal. Butt welds shall fully penetrate to the interior surface and gas shielding to interior and exterior of the joint shall be provided.
- I. Bolts, nuts and washers shall be selected from AISI 304L or 316L stainless steel such that they are anti-seizing.
- J. Manufacturer shall have established an ISO 9001 certified quality management system. Equipment suppliers not utilizing ISO 9001 facilities shall not be considered or approved for this project. Equipment supplier shall provide evidence of certification before being named as an acceptable manufacturer.
- K. Manufacturer shall have established an ISO 14001 certified environmental protection management system designed to monitor and help minimize the harmful effects on the environment caused by its manufacturing processes. Equipment suppliers not utilizing ISO 14001 facilities shall not be considered or approved for this project. Equipment supplier shall provide evidence of certification before being named as an acceptable manufacturer.
- L. All welding is performed in accordance with American Welding Society (AWS) D1.1 Structural Welding Code, or equivalent.

- M. Manufacturer shall provide screen, motors, gear reducers, controls, control panels, and lifting attachments as a complete integrated package to ensure proper coordination, compatibility, and operation of the system. The manufacturer shall test-run the fully assembled machine in his factory before shipment.
- N. Manufacturer shall provide services by a factory-trained Service Engineer, specifically trained on the type of equipment specified. The Service Engineer requirements include, but are not limited to the following:
1. The Service Engineer shall be present during initial energizing of equipment to determine directional testing as described in Section 4.01 C (Installation).
 2. The Service Engineer shall inspect and verify location of anchor bolts, placement, leveling, alignment and field erection of equipment, as well as control panel operation and electrical connections.
 3. The Service Engineer shall provide classroom and/or field training on the Operation and Maintenance of the equipment to operator personnel. These instructions may include the use of slides, videos, literature, and/or oral presentations.
 4. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.

1.05 DELIVERY, STORAGE, AND HANDLING OF EQUIPMENT

- A. All equipment shall be shipped and delivered fully assembled, except where partial disassembly is required in order to conform to transportation regulations or for the protection of components.
- B. Contractor shall be responsible for unloading of the machinery and shall have equipment on-site available at the time of delivery permitting proper hoisting of the equipment.

1.06 ENGINEER'S APPROVAL OF ALTERNATE EQUIPMENT

- A. Manufacturer of alternate equipment shall submit a pre-approval package to Engineer at least two (2) weeks prior to bid date. Alternate manufacturer shall submit the following information and supporting documentation:
 1. Standard equipment drawings showing the equipment meeting the specifications in this section. If the proposed equipment does not meet these specifications, any

deviation from the specification must be expressly noted. All deviations shall be listed on a single document.

2. Detailed installation drawings illustrating how the proposed screen fits in the channel. The drawings shall include plan, elevation, and sectional views of the installation. Drawings shall include details of the seal between screen and side walls of the channel, and details of anchor bolt locations.
3. Hydraulic calculations and flow curves for the proposed screen verifying that the screen is capable of processing the peak flow.
4. Motor characteristics and performance information.
5. Reference list of all installations of same and similar equipment.
6. Complete bill of materials for all equipment.
7. Certification by the manufacturer that all stainless-steel equipment will be manufactured in a stainless steel only factory.
8. Certification that the entire equipment will be passivated by submersion in an acid bath as specified in chapter 2.03.
9. Documentation of required maintenance for all equipment including an approved list of lubricants and the required quantities.

PART 2: PRODUCTS

ACCEPTABLE MANUFACTURERS

1. Traveling Multi-Rake Screen from approved manufacturer(s), as per section 1.06 above.

Alternates shall not be acceptable unless pre-approved. Costs for changes in design to accommodate alternative offers shall be borne by the alternate screen provider. Screens that are not **front rake, rear-return are not acceptable.**

2.02 PERFORMANCE AND DESIGN REQUIREMENTS

1. Screen shall be capable of processing a peak flow of 5 Million Gallons per Day (MGD) of municipal wastewater with no less than 12" of freeboard when installed in a 4' wide channel 15' – 9" deep with a bar spacing of 1". Inclination of the lower bar rack section shall be 80 degrees. Inclination of the upper discharge section shall be 40 degrees. Effective screen area shall have a minimum of 70% free open area for water flow. The Screen shall lift and discharge screenings 20' - 0" from the discharge section above the

bottom of the channel into a disposal system without use of brushes, scrapers, or spray washers. The operating floor level shall be 15' – 9" above the bottom of the channel.

2. The downstream water level at peak flow will be approximately 12" above channel bottom.
3. The maximum upstream water level shall not exceed 17" above channel bottom. The screen shall be capable of processing the peak flow without exceeding the maximum upstream water level based on a 30% reduction of the screen's free open area.
4. The travel speed of the rakes shall be between 26 and 32 feet per minute (8 to 10 m/min).
5. All parts shall be designed and manufactured to handle the forces that may be exerted on the screen during fabrication, shipping, erection, and proper operation according to the O&M manual.
6. All components shall be so designed that jamming at any point will not result in structural failure but will cause the drive motor to stall. All components, including the gear reducer, shall be designed to withstand, without damage or permanent distortion, the full stalling torque of the drive motor and/or the maximum differential head at any channel water depth.

2.03 BAR SCREEN DESIGN SPECIFICATIONS

A. MATERIALS

1. Screen shall be manufactured from AISI 304L stainless steel shapes (rods, angles, and channels), pipes, and sheets. In particular, side frames and guides, fixed screen rack, bar rack, rake assembly, shafting, fasteners and anchor bolts shall be made of this material.
2. Screen shall be manufactured in a stainless steel only factory to prevent contamination of the stainless steel with rusty dust.
3. All stainless-steel components and structures shall be submersed in a chemical bath of nitric acid and hydrofluoric acid (pickling bath) to remove any residues that may be present on the material as a result of forming, manufacture, or handling. After removal from the pickling bath, the equipment must be washed with a high-pressure wash of cold water to remove any remaining surface debris and promote the formation of an oxidized passive layer which is critical to the long life of the stainless steel. Sand blasting, bead blasting, spray pickling or hand pickling of stainless-steel surfaces shall not be acceptable
4. Chains and sprockets shall be made of hardened stainless steel. Chain rollers shall be made of polyamide.

5. Upper sprocket bearings shall have a paint coated cast iron casing and include ball bearings with grease nipples that are double sealed with Nilos rings.

B. CONSTRUCTION

1. The stationary bar screen consisting of a fixed back cleaned screen rack shall remove debris (screenings) from the incoming wastewater by means of a positively cleaned bar rack that is installed in a concrete channel. The screen shall retain debris at the bar rack. A multitude of rake blades shall remove and lift the debris to a discharge mechanism. The bar racks shall be cleaned by a series of rakes engaging the fixed screen rack from the back and the stationary bar rack from the front on the upstream side (front) at the bottom of the channel and then moving up along the bar rack. The debris shall be lifted above the channel and dropped from the discharge section on the downstream side (back) of the screen into a disposal system. Screens with single rakes shall not be approved. Screens employing brushes, scrapers, and spray water for screenings removal shall not be approved.
2. The fixed back cleaned screen rack in front shall have a height of 26 inch (660 mm).
3. The bar rack shall consist of equally spaced, straight bars that are inclined from the horizontal with the inclination angle specified above. The lower ends of the bars shall be provided with a minimum 10/64" (4 mm) thick curved base plate such that the rakes positively remove all screenings from the bottom of the bar rack. Bars shall have a rectangular cross section with a bar spacing of 25 mm. Rectangular bars shall have a width of 5/16" (8 mm), and a depth of minimum 2-23/64" (60 mm). The bar rack shall be made up of equally sized sections securely fastened to the frame of the screen and be readily removable. Screens without the ability to replace bar screen sections will not be acceptable for this project.
4. The bar screen shall be provided with a dead plate extending from the bar rack to the discharge section. The dead plate shall be made of a minimum 10/64 inch or 4 mm thick stainless steel plate and shall be stiffened by structural members so that it is flat without undulation so that the tips of the rake's teeth ride at a distance of 3/16 inch (5 mm) over the dead plate. The dead plate shall be securely fastened to the side frames.
5. A frame shall be provided supporting all required loads. Side frames shall be fabricated from 3/16" (5 mm) thick stainless steel plates with a minimum of four axial edges and shall have a lower width of minimum 35-13/16" (910 mm) and upper width of minimum 38-13/16" (960 mm). The side frames shall also be connected to the screen with each other through bolt down tubular crossbars having a maximum diameter of 6-5/8" (168 mm) and wall thickness of 3/16" (5 mm).
6. The side frames shall be connected to channel frame supports in the area of the motor having a minimum thickness of 1/4" (6 mm) and a minimum cross section of 7" x 2-3/4" x 1-27/64" (178 x 70 x 36 mm). A tubular crossbar with a wall thickness of (5 mm) and a diameter of 2-23/64" (60 mm) shall be welded to the channel frame

support. The side frames shall be connected to the channel frame supports. The channel frame supports shall be securely anchored onto the operating floor.

7. A mounting bracket with a L-profile shape shall have a thickness of ¼” (6 mm) a cross section of 6” x 4” (150 x 100 mm) and shall be welded to the screen frame and bolted on top of the channel.
8. The screen shall be provided with stiffened back covers made of 5/64 inch (2 mm) thick stainless-steel plates with edges on all sides. The back covers shall extend from the discharge section down to the upper channel wall.
9. 5/32 inch (4 mm) thick EPDM strips shall be fastened to the side frames to seal the lateral gaps between the side frames and the channel walls.
10. Each side frame shall include separate roller tracks to guide the rakes. The roller tracks shall be bolted to the frame so that they can easily be replaced. The roller tracks shall be made of 3/16 inch (5 mm) thick L-profiles.
11. The screen shall be designed to lift a solid size up to 2.0’ in diameter without disengaging rakes from the bar rack. Screens that “flex” over large objects will not be acceptable.
12. The rake assembly shall have a lifting capacity of 1,000 lbs. per rake, minimum.
13. Drive chains for the rakes shall be roller type chains and shall have links made from 316 stainless steel. The solid pin conveyor chain shall be made from Duplex Stainless Steel. Chains will be guided along the middle and bottom sections by lateral guide roller tracks. Each chain shall be rated for a maximum load of 34,621lbs.f (154,000N) and a pitch of 10” (250 mm). Drive chains, chain guides, sprockets and their bearings shall be replaceable without the need for removing the screen from the channel. Screens utilizing drive chains constructed from alternative materials will not be acceptable for this project due to the corrosive nature of wastewater.
14. Chain rollers shall be made of polyamide and shall have a diameter of 3-9/64 inch (80 mm) and shall be a minimum of 1-3/4 inch (44 mm) wide.
15. Each screen shall be provided with (2) two sprockets with a reference diameter of 26 inches (653 mm). Upper sprockets shall drive each chain by a common shaft and gear motor. The upper sprockets shall be split to facilitate maintenance. The sprockets shall be made of minimum 1-1/64” (40 mm) thick 304L stainless steel plates. Screen designs that utilize sprockets constructing of differing materials will not be acceptable for this project.
16. Upper bearings shall be flange bearings and shall be provided with grease nipples for easy lubrication. The bearings shall be designed for use with biodegradable grease.

Their diameter shall be a minimum of 2-23/64 inch (60mm). The casing shall be made of paint coated cast iron.

17. Rake bars shall be a channel profile with a cross section of 4-1/4" x 3" (105 x 76 mm) and a thickness of 1/4" (6 mm). A support panel for the rake with a thickness of 5/16 inch (8 mm) shall be between the rake blades and rake bar. An additional reinforcing plate with a cross section of (150 x15 mm) shall be attached to the rake bar if channel width exceeds 86-39/64" (2200 mm).
18. Rake blades with a thickness of 15/32 inch (12 mm) and a minimum depth of 14-49/64 inch (375 mm) shall be bolted on the support panel and the rake bar. Rake blade sections shall have a maximum length of 31-1/2 inch (800 mm).
19. The rake blades shall have teeth matching and engaging the bars of the bar rack. The rake blades shall each consist of several pieces with teeth such that only one of the pieces needs to be replaced in case that a tooth should be damaged.
20. The drive shaft shall have a minimum diameter of 4-1/2 inch (114 mm) and a wall thickness of minimum 3/16" (5 mm).
21. The drive unit shall be designed for continuous service and intermittent spray water contact.
22. The bevel gear reducer shall be a totally enclosed unit. Gear reducer shall have ball or roller bearings throughout with all moving parts immersed in oil. Gear reducers which require periodic disassembly of the unit and manual re-greasing of bearings are not acceptable. The nominal input power rating of the gear reducer shall be at least equal to the nominal horsepower of the drive motor. Gear reducer shall be designed and manufactured in compliance with applicable AGMA or equivalent standards. During continuous operation the oil temperature shall not exceed 200 degrees F (95 degrees C).
23. The rake assembly shall be driven by an electric motor. The motor shall be UL rated for operation in Class 1 Division 2 environment. The motor shall be inverter duty rated, 1.0 hp, 460 Volts, 60 Hz, 3-phase. The motor shall be rated for operation in a 104-degree F (40 degree C) environment.

2.04 CONTROLS AND INSTRUMENTATION

A. GENERAL

The control system shall be provided by the screen supplier.

B. LOCAL CONTROLS ON EACH SCREEN

1. One (1) NEMA 7, Class 1 Division 1 approved Cast Aluminum local control station

C. WATER LEVEL SENSORS

1. Bar screen manufacturer shall provide one logic controller with (2) transducers for continuously monitoring of the upstream and downstream water levels for control of screen operation. The transducers shall be rated for hazardous, Class 1 Division 1 locations and shall be intrinsically safe without the use of additional barriers. The transmitter shall be mounted next to the main control panel. Contractor shall install the transducers and provide wiring to the control panel.

D. CONTROL PANEL

1. A single main control panel shall be furnished with a lockable NEMA 4X corrosion-resistant stainless-steel enclosure together with a single local push button station rated for a NEMA 7, Class 1 Division 1 environment.
2. Controls panel shall be made by a U.L. listed company and shall bear a U.L. label.
3. Control panel wiring shall be color coded, neatly cabled and supported in non-flammable wiring tracks. Wiring shall be minimum 14-gauge MTW stranded wire.
4. Control panel shall contain all power and control devices necessary for the proper function of the screen and shall include the following:
 - A. 600-Volt rated main circuit breaker disconnect with lockable handle
 - B. 480 – 120 Volt control power transformer
 - C. VFD and Circuit Breaker Branch Circuit Protection
 - D. HAND-OFF-AUTO selector switch for the operation of the bar screen drive
 - E. FORWARD-OFF-REVERSE selector switch for HAND operation. Switch shall spring return from REVERSE to OFF
 - F. Red pilot light for “Screen Run” indication
 - G. Amber pilot light for “Fault” indication
 - H. Amber pilot light for “High Water Level” indication
 - I. White pilot light for “Control Power” indication
 - J. Alarm silence and reset push buttons
 - K. Push-to-Stop/Pull-to Run emergency stop maintained push button with lockout
 - L. Dry contacts for remote indication of “Fault”, “Screen Running”, and “High Level”
 - M. Control relays, wiring and circuitry required to implement the control logic
 - N. High Level Float switch
 - O. Programmable controller (PLC) Micrologix 1400 minimum.
 - P. Operator interface Allen Bradley PanelView C400 to provide following:
 1. Display of current fault
 2. Alarm History
 3. Motor Hour Meter
 4. Operator access to user adjustable setpoints

E. SEQUENCE OF OPERATION

1. In AUTO position the screen shall be controlled by the water level sensors. Screen operation shall be started when the water level sensors monitor a certain water level difference, when the ultrasonic level sensor detects high water level, or when a certain time has passed since the last operation of the screen. Screen operation shall be stopped with an adjustable delay time after the water difference is below a certain value and after the ultrasonic level sensor ceases to indicate high water alarm, or after a certain run time has expired (if operation was started by timer).
2. If the screen rakes experience a jam, the screen shall shutdown and the system shall initiate an alarm signal.
3. Reset is manually performed after correction of any cause for a trip-out.
4. In HAND position the operator shall be able to run the rake assembly selecting the respective FORWARD or REVERSE direction from the FORWARD-OFF-REVERSE selector switch.

PART 3: SPARE PARTS

The following Spare Parts shall be included and supplied together with the equipment:

- a) 2 sets of rake plates

Spare parts shall be packaged with labels indicating the contents of each package and shall be delivered to Owner as directed.

PART 4: EXECUTION

4.01 INSTALLATION AND TESTING

- A. Contractor shall verify all dimensions in the field to ensure compliance of equipment dimensions with the drawings. Contractor shall notify Engineer of significant deviations.
- B. Installation of the equipment shall be in strict accordance with the contract documents and the manufacturer's instructions and shop drawings. Manufacturer shall supply anchor bolts for the equipment. Contractors shall install the anchor bolts in accordance with the manufacturer's recommendations
- C. Supplier shall furnish the services of a factory-trained Service Engineer for one (1) trip including a total of two (2) days to inspect the installation, observe start up, and provide operator training.

1. Equipment shall not be energized, or “bumped” to check the electrical connection for motor rotation without the Service Engineer present.
2. The Service Engineer shall make all necessary adjustments and settings to the controls.
3. The Service Engineer shall demonstrate proper and sequential operation of the screen. The screen shall operate automatically based on the water level differential.

END OF SECTION

Not for Bid

PROJECT TITLE PAGE
Division 26 Project Manual
for
West Plant Influent Pump Station Screen
205 Barber Industrial Court
Villa Rica, GA30180

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END OF SECTION

Not for Bid

**SECTION 000110
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END OF SECTION

Not for Bid

**SECTION 260100
ELECTRICAL GENERAL REQUIREMENTS**

PART 1 GENERAL

1.01 GENERAL

- A. As used in these documents, the word "furnish" shall mean to order, purchase, and receive delivery, "install" shall mean to make ready for installation, install, connect, test, and make complete and ready for operation, and "provide" shall mean to furnish and install according to the definitions above.
- B. As used in these documents, the word "verify" shall mean to check the conditions on site against the Drawings and adjust work to match site conditions or notify the Engineer of conflicts or discrepancies which cannot be resolved in the field.
- C. Provide all labor, transportation, supervision, materials, tools, and equipment, and perform all work and services necessary for, or incidental to, the furnishing and installation of all electrical work as shown on the drawings and as specified in the Contract Documents.
- D. Unless noted otherwise, provide final electrical connections to all equipment and devices in the contract documents, including those furnished by other trades, as required for a complete, fully functional operating system.
- E. Coordinate with the work of other trades involved in construction in order to avoid conflict during construction and to allow for required maintenance and working space for equipment.
- F. Although such work may not be specifically shown or specified, provide as part of the work all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation.
- G. Electrical work shall be complete and left in operating condition in accordance with the drawings and specifications.
- H. All electrical work shall be performed by a Class II (unrestricted) electrical contractor currently licensed in the State of Georgia.

1.02 DRAWINGS

- A. Conduit Routing: Conduits and wiring are shown diagrammatically or conceptually only. The layout does not necessarily show the total number of conduits for the circuits required, nor are the locations of indicated runs intended to show the exact routing of conduits. Actual routing and quantity of conduits shall be determined by the contractor to suit field conditions.
- B. Equipment Locations: The drawings show the general locations of feeders, transformers, equipment, outlets, conduits, and circuit arrangements. Exact equipment and device layout and locations shall be determined by the contractor to suit field conditions and provided equipment, conforming to the requirements of the contract documents. Where Contractor proposes significantly different equipment arrangement, submit for approval prior to construction.
- C. Equipment Electrical: Prior to connecting equipment provided by others, verify the voltage and load information on the equipment's nameplate with the Drawings. Contact the Engineer with any discrepancies.
- D. Do not scale the drawings. Dimensions required for layout of equipment shall be obtained from dimensioned plans unless specifically indicated on the drawings.
- E. Discrepancies shown on different drawings, between the drawings and the specifications, or between the contract documents and field conditions shall be promptly brought to the attention of the Owner's Representative.

1.03 ABBREVIATIONS

- A. Abbreviations defined within the electrical drawings also apply to Division 26 specifications.
- B. Abbreviations defined within Division 26 specifications shall also apply to the electrical drawings.

1.04 LOCAL CONDITIONS

- A. Contractor shall examine the site and become familiar with conditions affecting the work. Investigate, determine, and verify any overhead or buried utilities on or near the site, and determine such locations in conjunction with all public and/or private utility companies and with all authorities having jurisdiction. All costs, both temporary and permanent, to connect all utilities shall be included in the bid. The contractor shall be responsible for scheduling and coordinating with the local utility for temporary and permanent services.
- B. Protect existing underground utilities during construction.

1.05 PERMITS

- A. Contractor shall apply for and pay for all permits and inspection certificates required by the Authority Having Jurisdiction. Comply with all requirements of the Authority Having Jurisdiction.

1.06 APPLICABLE CONSTRUCTION CODES AND STANDARDS

- A. Installation shall meet or exceed the requirements and recommendations of the following codes, regulations, standards and/or other authorities exercising jurisdiction over the electrical construction work and the project.
- B. NFPA 820 Fire Protection in Wastewater Treatment and Collection Facilities, 2020 Edition
- C. State of Georgia:
 - 1. International Building Code (IBC), 2018 Edition, with GA Amendments
 - 2. International Existing Building Code (IEBC), 2018 Edition, with GA Amendments
 - 3. NFPA 70 National Electrical Code, 2020 Edition (NEC)
 - 4. International Fire Code (IFC), 2018 Edition, with GA Amendments
 - 5. NFPA 101 Life Safety Code (LSC), 2018 Edition, with GA Amendments

1.07 SUBMITTALS FOR REVIEW

- A. Submit for review by the Owner and Engineer a Product Data required by the Contract Documents.
 - 1. Provide sufficient descriptive material (such as catalog pages, data sheets, diagrams) to evaluate the adequacy of the product for the application and compliance with drawings and specifications.
 - 2. Submit each item in PDF format. Mark or otherwise indicate exact product selections and options where multiple options are presented on a page. Do not submit pages which contain irrelevant or unrelated content (such as entire catalogs).
 - 3. Submittals shall be legible.
 - 4. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 5. When revised for resubmission, identify all changes made since previous submission.
 - 6. Submittals not meeting these requirements will be returned without review for resubmission.
- B. Submittals will be approved only to the extent of information shown. Approval of an item of equipment shall not be construed to mean approval for components of that item for which the Contractor has provided no information.
- C. Submittals shall be reviewed for the limited purpose of checking for compliance with information given and the design concept expressed in the Contract Documents.
- D. Submittal requirements are contained within specification sections pertaining to those items. In addition to submittals required by other sections, submit the following:
 - 1. Maximum available fault current (from utility).
 - a. Prior to submitting shop drawings, contact the electric utility company and obtain in writing the maximum available fault current at the utility service point. Submit this information to the Engineer with the electrical gear submittal.
 - 2. Shop drawings for fabricated electrical equipment racks, including:
 - a. Dimensioned drawing of rack construction
 - b. Dimensioned drawing of rack location on the site

- c. Dimensioned drawing of equipment layout/locations on each rack
- E. Engineer shall review and return submittals within 10 business days of receipt.

1.08 SUBMITTALS FOR INFORMATION

- A. Submit reports for all tests and inspections required by the contract documents.
- B. Submit inspection reports, manufacturer's field reports, and similar reports as indicated in the contract documents.
- C. Submit construction progress photographs required by the contract documents.
- D. Submit other information required by the contract documents.

1.09 SUBMITTALS FOR CLOSEOUT

- A. Submit project record documents, operations and maintenance data, warranties, and other data indicated in the contract documents.

PART 2 PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and labeled by a nationally recognized testing laboratory as suitable for the purpose intended.
- C. All material and equipment shall be the product of an established and reputable manufacturer; shall be new and of first class construction; must be designed and warranted to perform the service required.
- D. When a specified or indicated item has been superseded or is no longer available, the manufacturer's latest equivalent type or model of material or equipment as approved by the Engineer shall be furnished and installed at no additional cost to the Owner.
- E. Materials of the same type shall be the product of one manufacturer.
- F. Provide stands, racks, brackets, supports, and similar equipment required to properly serve the equipment which is furnished.
- G. Device and equipment terminations rated higher than 30A shall be rated at 75°C.

2.02 SUBSTITUTIONS

- A. Any manufacturer's name or model number indicated in the drawings or specifications is intended to provide a quality standard and a basis of design.
- B. Contractor may propose substitutions to items identified within the contract documents if they meet all standards of quality and if they are suitable for the purpose intended, as determined by the Owner.
- C. All costs incurred by the acceptance of substitutions, including redesign costs, shall be borne by the Contractor.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install all products in accordance with manufacturer's, vendor's, and/or supplier's instructions and recommendations.
- C. Provide code-required and manufacturer-recommended or required working and maintenance clearances about all equipment.
- D. Torque feeders and circuitry per the panel, breaker, device, or particular equipment manufacturer's specifications.

3.02 DEMOLITION AND RENOVATION

- A. Verify existing conditions. Items shown on the demolition plans are for reference only. Any items required to be removed or relocated to accommodate new construction shall be done at the contractor's cost, regardless of its presence (or lack of presence) on the drawings.
- B. Unless otherwise noted, for all items to be demolished, remove all associated boxes, conduit, conductors, cables, supports, and appurtenances to the source of power. Items may be re-used in-place (i.e. not removed and reinstalled elsewhere) where appropriate for the new work plans.
- C. Coordinate with other trades to open all circuit breakers and switches associated with equipment to be demolished or modified. Follow Lockout/Tagout procedures per NFPA 70E to establish an electrically safe work condition for all trades.
- D. Coordinate required electrical outages with the Owner, with two weeks minimum advance notice. Verify that circuit outages do not affect tenants or staff outside of the area of work.
- E. After removing conductors, underground conduit may be abandoned in-place where it does not interfere with new construction. Where accessible, demolish conduit from above ground to after the first below-grade bend (demolish the bend). Where abandoned underground conduit enters building from below the building footprint or stubs up through outdoor concrete, cut conduit flush with floor or concrete and seal grout or cement flush with floor.
- F. Properly dispose of all waste materials, demolition materials, and other trash, including proper disposal of mercury-containing lamps, polychlorinated biphenyls (PCB), and recyclable materials, according to local, state, and federal regulations.
- G. At no additional cost to the Owner, patch and refinish to like-new condition acceptable to the owner any wall, ceiling, or floor openings resulting from demolition or new work in existing areas. Protect patches of rated constructions or assemblies as required to maintain rating.
- H. See the architectural and/or civil plans for the extent of the renovations.
- I. Unless otherwise noted, where disconnected by demolition, restore branch circuits to serve affected existing-to-remain devices or fixtures. Such devices and fixtures shall remain circuited and controlled as they were prior to beginning work.
- J. Where the removal or reconfiguration of a device will render a portion of the branch circuit (but not the entire branch circuit) unnecessary, remove the unnecessary portion of the branch circuit. Where the entire branch circuit is made unnecessary by the demolition of devices, remove the entire branch circuit to the panelboard, open the circuit breaker, and label as spare in new panel schedule.
- K. Where conduit is removed from an existing-to-remain enclosure, provide galvanized rigid steel blanks or stainless steel blanks for stainless steel enclosures to cover the opening or hole.

3.03 EXCAVATION, TRENCHING, AND BACKFILLING

- A. The contractor shall perform all excavation required to install the work as specified.
- B. Provide all erosion control for this project as required by authorities having jurisdiction.
- C. During excavation, material for backfilling shall be piled back from the banks of the trench to avoid overloading and to prevent slides and cave-ins. All excavated materials not used for backfill shall be removed and disposed by the contractor.
- D. Grade to prevent surface water from flowing into open trenches. Any water accumulated within the trench shall be removed by pumping.
- E. Hand trim excavations and remove loose matter.
- F. Remove large stones and other hard matter that could damage conduit or impede consistent backfilling or compaction.
- G. Do not interfere with 45 degree bearing splay of foundations.
- H. Cut trenches wide enough to allow inspection of installed utilities.
- I. Grade the bottom of trenches to provide uniform support for conduits on undisturbed soil at every point along its entire length. Fill overdepths with loose, granular, moist soil, tamped.

- J. Backfill with unfrozen excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, and gravel or soft shale, free from large clods of earth and large stones or boulders.
- K. Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- L. Compact materials to 95% maximum dry density. Settling backfill with water is not permitted. Reopen any trenches not meeting compaction requirements or where settlement occurs.
- M. Any area disturbed during excavation shall be repaired to its original condition, including paving, concrete, grassing, sod, gravel, etc.
- N. Photograph all underground construction prior to covering. Take photos in quantities, resolution, and detail sufficient to show compliance with project documents, including photos with measuring tape indicating depths. Submit photos, in digital format, to Engineer.

3.04 CLEANING AND PAINTING

- A. Prior to final inspection, clean all oil, dirt, grease, and other foreign materials from all installed electrical materials and equipment.
- B. Prior to final inspection, scratched or marred surfaces of lighting fixtures, cabinet trims, or other equipment enclosures shall be touched up with paint or other coating furnished by the equipment manufacturer specifically for that purpose.

3.05 INSTALLATION TESTS AND INSPECTIONS

- A. Tests and inspections on individual components of the installation shall be completed after installation of each component but prior to energization or connection (as applicable).
- B. Provide tests according to the project documents, each manufacturer's written recommendations, and authorities having jurisdiction.
- C. Provide all labor, equipment, and incidentals required for testing.
- D. All defective material and workmanship disclosed shall be corrected by the Contractor at no cost to the Owner.
- E. After each test/inspection, promptly submit the test or inspection report to the Engineer. Include date issued, project title and number, name of inspector, date and time of inspection or test, identification of the product and specification section, location in the project, type of test/inspection, and results of test/inspection. When requested, provide interpretation of the results.
- F. Each test report shall indicate that the test has passed or met minimum requirements. If a test fails, remedy the failure and submit the failed report, the remedy or action taken, and the passed re-test report.
- G. Failure to perform required tests prior to connection or energization does not relieve the Contractor of the requirement to perform specified tests. The Contractor will not be allotted additional fee or time (without remedy) to shut down, disconnect, and perform testing.
- H. Test report submittals are for the Owner's and Engineer's knowledge for the limited purpose of assessing compliance with the information given and the design concept expressed in the contract documents, or for Owner's information

3.06 OPERATIONAL TESTS

- A. Operational tests shall be completed after system startup and prior to final inspection.
- B. Perform all operational tests according to the project documents, each manufacturer's written recommendations, and authorities having jurisdiction
- C. Provide all labor, equipment, and incidentals required for testing. Provide manufacturer field services when specified.
- D. All defective material and workmanship disclosed shall be corrected by the Contractor at no cost to the Owner.

- E. The Contractor shall show by demonstration in service that all circuits and devices are in good operating condition.
- F. Tests shall be such that each item of control equipment functions not less than five times.
- G. After each test/inspection, promptly submit the test or inspection report to the Engineer. Include date issued, project title and number, name of inspector, date and time of inspection or test, identification of the product and specification section, location in the project, type of test/inspection, and results of test/inspection. When requested, provide interpretation of the results.
- H. Test report submittals are for the Owner's and Engineer's knowledge for the limited purpose of assessing compliance with the information given and the design concept expressed in the contract documents, or for Owner's information

3.07 FINAL INSPECTION

- A. Upon request by Owner, Engineer, or other inspector, remove equipment covers, perform control functions, test equipment to demonstrate proper working order.
- B. Upon request by the Owner or Engineer, demonstrate the operation of the system or any of its components.

3.08 RECORD DOCUMENTS AND CLOSEOUT

- A. At the time of final inspection, provide data on electrical equipment used in the project and as-built drawings reflecting all field changes. Submit one electronic (PDF) copy of each document required, plus one (1) bound hardcopy. Record Documents shall include the following items, minimum:
 - 1. Contact information for all contractors and subcontractors involved in construction.
 - 2. Approved shop drawings, including data sheets, for all installed equipment and each major component.
 - 3. Final electrical equipment circuit directories, reflecting field changes, including wire size for each circuit.
 - 4. As-built drawings, including dimensioned locations of all electrical work installations.
 - 5. Actual installed locations of all below-grade conduits, including total length of each run.
 - 6. Control panel wiring and ladder logic diagrams.
 - 7. Warranty information for all installed equipment and each major component.
 - 8. Inventory, operational descriptions, and complete operating and maintenance instructions for all installed equipment and each major component.
 - 9. Instructions for start-up/shut-down as well as for calibration and adjustment for all installed equipment and each major component.
 - 10. Recommended maintenance management system, including preventative and predictive maintenance, for all installed equipment and each major component.
 - 11. Results of all tests performed.
 - 12. Contact information for local service companies for all installed equipment and each major component.
 - 13. Contact information for local contractors capable of performing emergency repairs.

3.09 WARRANTY

- A. All systems, component parts, and installations shall be guaranteed for a minimum of one year from the date of final acceptance of the completed project. Defects found during this guarantee period shall be promptly corrected at no additional cost to the Owner.

END OF SECTION

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Control and instrumentation conductors and cables
- C. Variable-frequency drive cable.
- D. Wiring connectors.
- E. Electrical tape.
- F. Heat shrink tubing.
- G. Wire pulling lubricant.
- H. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes 2020.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.
- I. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.
- J. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. NFPA 79 - Electrical Standard for Industrial Machinery 2021.
- L. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
- M. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
- N. UL 267 - Outline of Investigation for Wire-Pulling Compounds Most Recent Edition, Including All Revisions.
- O. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.
- P. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.
- Q. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.
- R. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.

- S. UL 2277 - Outline of Investigation for Flexible Motor Supply Cable and Wind Turbine Tray Cable Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. 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.
- B. Field Quality Control Test Reports.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 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.
 - 1. Exceptions:
 - a. Use variable-frequency drive cable for connection between variable-frequency motor controllers and associated motors.
 - 1) Where specifically permitted by the Owner, VFD cable may be substituted with XHHW-2 single-conductor building wire only where all of the following conditions are met:
 - (a) Where installed above ground, wire is installed in steel conduit with listed fittings and grounding bushings at each end to ensure adequate shielding.
 - (b) Where installed below ground, conduit may be nonmetallic only where 12 inches is maintained from all other conduit. Where conduits must cross, crossings shall be made at 12 inch vertical distance or at 90° angles.
 - (c) No other conductors or cables are installed in the conduit with the motor conductors.
 - (d) Total cable length is not more than 100 feet for 480V or 200 feet for 208V. If the VFD is provided with an output reactor, these distances may be doubled.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.

- G. Metal-clad cable is not permitted.
- H. Manufactured wiring systems are not permitted.

2.02 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. Conductors for Grounding and Bonding: Also comply with Section 260526.
- H. Conductors and Cables Installed Where Exposed to Direct Rays of Sun: Listed and labeled as sunlight resistant.
- I. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
- K. 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.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 - 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. 240/120 V, 1 Phase, 3 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Neutral/Grounded: White.
 - d. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.

- b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN-2 or XHHW-2, rated for 90°C in wet and dry environments.

2.04 CONTROL AND INSTRUMENTATION CONDUCTORS AND CABLES

- A. General conductor and cable requirements:
 - 1. Color Coding Method: Integrally colored insulation.
 - 2. Control Conductor Color Coding, unless otherwise indicated by equipment manufacturer:
 - a. DC Power:
 - 1) Positive: Red
 - 2) Negative: Black
 - b. DC Control: Blue
 - c. AC Control:
 - 1) Single Conductors: Red
 - 2) Interlock Conductors: Yellow
 - d. Equipment ground: Green
- B. Insulated single-conductor wire
 - 1. Conductor material: Copper
 - 2. Insulation: THHN/THWN-2 or XHHW-2 rated for 600V, 90 degrees Celsius in dry and wet locations.
 - 3. Stranding: Stranded
- C. Analog Signal Cable
 - 1. Conductor material: Copper
 - 2. Insulation: Type TC or TC-ER rated for 600V, 90 degrees Celsius in dry and wet locations, sunlight resistant.
 - 3. Stranding: Stranded
 - 4. Size: as indicated on drawings
 - 5. Pair Quantity: as indicated on drawings
 - 6. Shielding: foil tape, 100% coverage, with minimum 20 AWG drain wire.

2.05 VARIABLE-FREQUENCY DRIVE CABLE

- A. Description: Type TC-ER flexible motor supply cable listed and labeled as complying with UL 1277 and UL 2277 in accordance with NFPA 79; specifically designed for use with variable frequency drives and associated nonlinear power distortions.
- B. Conductor Stranding: Class K Stranded.
- C. Insulation Voltage Rating: 1000 V minimum.
- D. Insulation: Use only thermoset insulation types; thermoplastic insulation types are not permitted.
- E. Environment: Identified as 90°C, wet location, oil-resistant, and sunlight resistant.
- F. Grounding: Integral equipment grounding conductor minimum 100% phase conductor size, or symmetrical arrangement of multiple conductors of equivalent size.
- G. Provide metallic shielding, spiral-wrapped foil plus 85% coverage tinned copper braided shield or spiral-wrapped copper tape with minimum 50% overlap.
- H. Jacket: PVC, Chlorinated Polyethylene (CPE), or Thermoplastic Elastomer (TPE).

2.06 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. Connectors for Grounding and Bonding: Comply with Section 260526.

- C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors or lever-actuated splicing connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors.
 - 3. Underground splices (including within underground enclosures): Use watertight splice kits listed for direct burial and submersible installations.
- D. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 - 3. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
 - 4. Where multiple wires are shown to be connected at a single point on any equipment terminal, provide suitable lugs/terminals for the number of conductors as identified by the manufacturer.
 - 5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors where connectors are required.
 - 6. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
 - 7. Conductors for Control Circuits: Use crimped terminals for all connections.
- E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- F. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- G. Lever-Actuated Wire Connectors: Rated 600V, 221 degrees F (105 degrees C).
 - 1. Manufacturers:
 - a. Wago Corporation 221 Series LEVER-NUTS
- H. Mechanical Connectors: Provide bolted type or set-screw type.
- I. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

2.07 ACCESSORIES

- A. Electrical Tape:
 - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
 - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
 - 3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.
 - 4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).

5. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil (0.18 mm); suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
 6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).
- 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:
 1. Listed and labeled as complying with UL 267.
 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 3. Suitable for use at installation temperature.
 - D. Cable Ties: Material and tensile strength rating suitable for application.
 - E. VFD (Shielded) Cable Terminations:
 1. Follow VFD cable manufacturer's recommendations for cable termination. Submit manufacturer's termination recommendation document. Where termination kits are recommended, submit termination kit.
 2. Where manufacturer does not provide termination recommendations, follow recommendations provided by Belden, downloadable from <https://www.axiagrp.com/s/Belden-Unarmored-VFD-Cable-Termination.pdf>.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 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 (3.0 m) of location indicated.
 5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among 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. Terminate cables using suitable fittings.
- F. Variable-Frequency Drive Cable:
 1. Due to variation in VFD cable sizes, conduit size may not be specified on the drawings or, if size is indicated, it is assumed. Install each VFD cable within conduit sized to not exceed fill per NFPA 70, based on conduit inner diameter and VFD cable manufacturer's published cable outer diameter. Submit proposed conduit size for each VFD cable for review prior to purchase.
 2. Install VFD cable so that the manufacturer's published minimum bend radius is not exceeded, either during or after installation. Conduit bodies or condulets may not be used in runs with VFD cable.
- G. Install conductors with a minimum of 6 inches (152 mm) of slack at each outlet.
- H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 4 feet (1.2 m) 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.
 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.
- 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.
 - b. For taped connections likely to require re-entering, including motor leads, first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical 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.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape for a minimum of 3 inches at each termination and at each location conductors are accessible.
- O. Identify conductors and cables in accordance with Section 260553.

- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The resistance test for parallel conductors listed as optional is not required.
 - 1. The insulation resistance test is required on conductors, whether new or re-used, after installation and prior to making final connections. Insulation resistance test is required for:
 - a. All distribution feeders.
 - b. Branch circuits 3 AWG and larger.
 - c. All VFD Cables.
 - 2. Testing run time (per conductor):
 - a. Conductors rated 1000V and lower, 12 AWG thru 2/0 AWG: 60 seconds.
 - b. Conductors rated 1000V and lower, 3/0 AWG and larger: 10 minutes
 - c. Conductors rated over 1000V: 10 minutes
 - 3. For each feeder or branch conductor tested, complete and submit Insulation Resistance Test Data form, Section 260519.01, or similar approved form.
 - 4. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.
- C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

Not for Bid

**SECTION 260519.01
INSULATION RESISTANCE TEST DATA FORM**

Date: _____

Test No.: _____

Page 1 of 3

Technician: _____ Testing
Company: _____

Circuit ID/Name: _____

Circuit Info

Phase Conductor Size: _____ Circuit Install Date/Age: _____

Neutral Conductor Size: _____ Conductor Rated Voltage: _____

Ground Conductor Size: _____ Circuit Length: _____

Wire/Cable
Manufacturer: _____

Conduit/Duct Size
and Type: _____

Wire/Cable Type: _____

Installation: Indoor Outdoor

Buried: Yes No

Wire Insulation Type: _____

Concrete-Encased: Yes No

Wire Insulation
Thickness: _____

Number and
Type of Splices: _____

Shielded: Yes No

Testing Conditions

Ambient
Temperature: _____

Meter Manufacturer: _____

Relative Humidity: _____

Meter Model: _____

Test Voltage (DC): _____

Meter Serial: _____

Wire Grounding
Time Prior to Test: _____

Meter
Calibration Date: _____

Were adjacent conductors (within same conduit/cable) grounded during test? Yes No

Date: _____

Circuit ID/Name: _____

Test No.: _____

Test Results

	Resistance in <input type="checkbox"/> M Ω <input type="checkbox"/> G Ω					
	Test Connection					
	A-GND	B-GND	C-GND	A-B	B-C	C-A
30 Seconds						
1 Minute						
2 Minutes						
3 Minutes						
4 Minutes						
5 Minutes						
6 Minutes						
7 Minutes						
8 Minutes						
9 Minutes						
10 Minutes						
R (Ω *1000ft)						
60/30-Sec Absorption Ratio						
10/1-Min Polarization Index						

Notes and Remarks (note any circumstances which may affect test results):

Where a circuit does not contain a neutral conductor, Page 3 of this form need not be submitted.

Date: _____

Circuit ID/Name: _____

Test No.: _____

Test Results

	Resistance in <input type="checkbox"/> MΩ <input type="checkbox"/> GΩ			
	Test Connection			
	A-Neutral	B-Neutral	C-Neutral	Neutral-GND
30 Seconds				
1 Minute				
2 Minutes				
3 Minutes				
4 Minutes				
5 Minutes				
6 Minutes				
7 Minutes				
8 Minutes				
9 Minutes				
10 Minutes				
R (Ω*1000ft)				
60/30-Sec Absorption Ratio				
10/1-Min Polarization Index				

Notes and Remarks (note any circumstances which may affect test results):

**SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings 2017.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- B. Field quality control test reports.
- C. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 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. 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. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
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.

2.02 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 260519:

1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare tinned copper conductors where installed underground in direct contact with earth.
 - 2) Use bare tinned copper conductors where directly encased in concrete (not in raceway).
 - 3) Use bare tinned copper conductors where installed exterior and not in a raceway.
2. Factory Pre-fabricated Bonding Jumpers: Furnished with factory-installed ferrules; size braided cables to provide equivalent gauge of specified conductors.

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 (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 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.

1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches (150 mm) below finished grade.
- 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 260553.

END OF SECTION

Not for Bid

**SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- D. MFMA-4 - Metal Framing Standards Publication 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
 - 2. Coordinate work to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
 - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
 - 5. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has cured.

1.04 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Comply with the following. Where requirements differ, comply with most stringent.
 - a. NFPA 70.
 - b. Requirements of authorities having jurisdiction.
 - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
 - 3. Provide products listed, classified, and labeled as suitable for purpose intended, 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 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 stainless steel 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 and clamps suitable for 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.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- D. Metal Channel/Strut Framing Systems:
1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
 2. Comply with MFMA-4.
 3. Channel Material:
 - a. Outdoor and Damp or Wet Indoor Locations: Use stainless steel or as indicated by the drawings.
 4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch (2.66 mm).
 5. Minimum Channel Dimensions: 1-5/8 inch (41 mm) width by 13/16 inch (21 mm) height.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2-inch (13 mm) diameter.
 - b. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch (6 mm) diameter.
 - c. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch (10 mm) diameter.
 - d. Trapeze Support for Multiple Conduits: 3/8-inch (10 mm) diameter.
 - e. Outlet Boxes: 1/4-inch (6 mm) diameter.
 - f. Luminaires: 1/4-inch (6 mm) diameter.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
 2. Concrete: Use expansion anchors or screw anchors.
 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 4. Hollow Masonry: Use toggle bolts.
 5. Hollow Stud Walls: Use toggle bolts.
 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 7. Sheet Metal: Use sheet metal screws.
 8. Wood: Use wood screws.
 9. Plastic and lead anchors are not permitted.
 10. Powder-actuated fasteners are not permitted.
 11. Hammer-driven anchors and fasteners are not permitted.

PART 3 EXECUTION

3.01 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.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.

- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved, 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 to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface. When installed on a solid surface, orient struts vertically to prevent debris and moisture accumulation.
- H. Secure fasteners in accordance with manufacturer's recommended torque settings.
- I. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

Not for Bid

**SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. PVC-coated galvanized steel rigid metal conduit (RMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Galvanized steel electrical metallic tubing (EMT).
- D. Rigid polyvinyl chloride (PVC) conduit.
- E. Liquidtight flexible nonmetallic conduit (LFNC).

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- B. Section 260529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- C. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2020.
- D. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- F. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Metal Conduit and Intermediate Metal Conduit 2018.
- G. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.
- H. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.
- I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
- K. UL 360 - Liquid-Tight Flexible Metal Conduit Current Edition, Including All Revisions.
- L. UL 514A - Metallic Outlet Boxes 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.
- P. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations Current Edition, Including All Revisions.
- Q. UL 1660 - Liquid-Tight Flexible Nonmetallic Conduit Current Edition, Including All Revisions.
- R. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
 - 2. Verify exact conduit termination locations required for boxes, enclosures, and equipment.

3. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits, fittings, and accessories, including paint and coatings where specified.
- B. 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. Indicate total length of conduit installed underground or embedded in concrete.

1.06 QUALITY ASSURANCE

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
1. Exterior, Direct-Buried: Use PVC-coated galvanized steel rigid metal conduit or rigid PVC conduit.
 2. Where rigid polyvinyl (PVC) conduit is provided, transition to PVC-coated galvanized steel rigid metal conduit where emerging from underground. Entire bend shall be concealed below grade. Conduit shall rise vertically from grade or through concrete.
 3. Where rigid polyvinyl (PVC) conduit larger than 2-inch (53 mm) trade size is provided, use PVC-coated galvanized steel rigid metal conduit (RMC) elbows for bends.
- D. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- E. Exposed, Exterior: Use PVC-coated galvanized steel rigid metal conduit.
- F. Hazardous (Classified) Locations: Use PVC-coated galvanized steel rigid metal conduit.
1. Hazardous (Classified) Locations are as indicated on the drawings.
- G. Flexible Connections to Vibrating Equipment:
1. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
 2. Length: As short as feasible, but not less than 12 inches and not greater than 6 feet (1.8 m) unless otherwise indicated.
 3. Vibrating equipment includes, but is not limited to:
 - a. Transformers.
 - b. Motors.
 - c. HVAC equipment.
- H. Grounding and Bonding Conductors:
1. Where installed above ground sleeve grounding electrode conductors and bonding jumpers in rigid PVC conduit or liquidtight nonmetallic flexible conduit (LFNC). Provide conduit from a maximum of 6 inches from each above grounding bonding connection to a minimum of 6 inches below grade.

2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Existing Work: Where existing conduits are indicated or allowed to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.

- C. Fittings for Grounding and Bonding: See Section 260526 for additional requirements.
- D. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- E. Provide products listed, classified, and labeled as suitable for purpose intended.
- F. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Control Circuits: 1/2-inch (16 mm) trade size.
 - 3. Underground, Exterior: 1-inch (27 mm) trade size.

2.03 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch (1.02 mm).
- C. Interior Coating: Urethane, minimum thickness of 2 mil, 0.002 inch (0.05 mm).
- D. PVC-Coated Boxes and Fittings:
 - 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
 - 2. Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.
 - 3. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.
 - 4. Material: Use steel or malleable iron.
 - 5. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch (1.02 mm).
 - 6. Interior Coating: Urethane, minimum thickness of 2 mil, 0.002 inch (0.05 mm).
- E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch (0.38 mm).

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. 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.
 - a. Do not use die cast zinc fittings.

2.05 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT hot dip galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. 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.
 - a. Do not use die cast zinc fittings.
 - 3. Connectors and Couplings: Use compression (gland) type.
 - a. Do not use indenter type connectors and couplings.
 - b. Do not use set-screw type connectors and couplings.

2.06 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 80 unless otherwise indicated; rated for use with conductors rated 90 degrees C.
- B. 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.

2.07 LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC)

- A. Description: NFPA 70, Type LFNC liquidtight flexible nonmetallic conduit listed and labeled as complying with UL 1660.
- B. Fittings:
 1. Manufacturer: Same as manufacturer of conduit to be connected.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B; suitable for type of conduit to be connected.

2.08 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Pull Strings: For pull string left within spare conduits, use nylon cord with average breaking strength of not less than 200 pound-force (890 N).
- D. Foam Conduit Sealant:
 1. Removable, two-part, closed-cell foam, specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 2. Identified as suitable for use with conductors/cables and associated insulation/jackets to be installed.
 3. Rated to hold minimum of 6 ft (2 m) water head pressure.
 4. Products:
 - a. American Polywater Corporation; Polywater AFT Foam Duct Sealant: www.polywater.com/#sle.
 - b. American Polywater Corporation; Polywater FST Foam Duct Sealant: www.polywater.com/#sle.
- E. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.
- F. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

PART 3 EXECUTION

3.01 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.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by manufacturer.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Install liquidtight flexible nonmetallic conduit (LFNC) in accordance with NECA 111.
- F. 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 shortest possible manner unless otherwise indicated. Route 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. Provide pull boxes as required.
 - a. Where underground pull points are required and not shown on plans, submit proposed locations for approval.
 6. Arrange conduit to provide so that manufacturer's recommended maximum pulling tension and conduit sidewall pressure is not exceeded in between pull points..
 7. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 8. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems where possible.
- G. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 3. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 4. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 5. Use of spring steel conduit clips for support of conduits is not permitted.
 6. Use of wire for support of conduits is not permitted.
- H. Connections and Terminations:
1. Use approved 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. Wherever feasible, make conduit connections to outdoor enclosures on the bottom of the enclosure.
 4. Use suitable adapters where required to transition from one type of conduit to another.
 5. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 6. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 7. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 8. Secure joints and connections to provide mechanical strength and electrical continuity.
- I. 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. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.

6. 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.
 7. Provide metal escutcheon plates for conduit penetrations exposed to public view.
- J. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 24 inches (610 mm).
 2. Provide underground warning tape in accordance with Section 260553 along entire conduit length.
- K. Corrosion Protection:
1. Prepare surfaces and apply corrosion protection tape according to manufacturer recommendations with minimum 1/2 inch overlap
 2. Prepare surfaces and apply corrosion protection bitumenous paint according to manufacturer recommendations with minimum two coats.
- L. Conduit Sealing:
1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - a. Where conduits enter building from outside.
 - b. Where conduits may transport moisture to contact live parts.
 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
- M. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches (300 mm) at each end.
- N. Provide grounding and bonding; see Section 260526.

3.03 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in field-applied coatings and finishes.
- B. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

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

3.05 PROTECTION

- A. Immediately after installation of exterior or underground 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 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).
- C. Boxes for hazardous (classified) locations.
- D. Underground boxes/enclosures.

1.02 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. SCTE 77 - Specifications for Underground Enclosure Integrity 2017.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.
- L. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations Current Edition, Including All Revisions.

1.04 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 for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 - 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
 - 6. Coordinate the work with other trades to preserve insulation integrity.
 - 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.

8. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. 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.
- B. Project Record Documents: Record actual locations for pull boxes, cabinets and enclosures, and underground boxes/enclosures.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 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 (1,650 cu cm), 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 PVC-coated cast iron or cast aluminum boxes where PVC-coated galvanized rigid metal conduit is used.
 4. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 5. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
 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 4X, stainless steel.
 3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
 - a. Provide hinged-cover enclosures unless otherwise indicated.
 - b. Boxes 6 square feet (0.56 sq m) and Larger: Provide hinged-cover enclosures.
 4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 - a. Back Panels: Painted steel, removable.
 - b. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.
- D. Boxes for Hazardous (Classified) Locations: Listed and labeled as complying with UL 1203 for the classification of the installed location, according to NEC 501.
- E. Underground Boxes/Enclosures:

1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
2. Size: as required, per NEC, for application indicated on the drawings.
3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches (300 mm).
4. Provide logo on cover to indicate type of service.
5. Applications:
 - a. Use polymer concrete enclosures, with minimum SCTE 77 Tier 22 load rating.
 - b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
6. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.

PART 3 EXECUTION

3.01 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.

3.02 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. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- F. Box Locations:
 1. Locate boxes to be accessible.
 2. Unless dimensioned, box locations indicated are approximate.
- G. Box Supports:
 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 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.
 3. Use metal channe/strut in accordance with section 260529 to support surface-mounted boxes or enclosures with any dimension greater than 4 inches to provide space between equipment and mounting surface. When installed on a solid surface, orient struts vertically to prevent debris and moisture accumulation.
- H. Install boxes plumb and level.
- I. Install boxes as required to preserve insulation integrity.
- J. Underground Boxes/Enclosures:
 1. Comply with detail on the drawings.
 2. Install enclosure on gravel base, minimum 6 inches (150 mm) deep.
 3. Flush-mount enclosures located in concrete or paved areas.
 4. Mount enclosures located in landscaped areas with top at 1 inch (25 mm) above finished grade.
 5. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.

- 6. Install parallel and perpendicular to nearby site objects such as sidewalks, buildings, and walls.
- K. Install permanent barrier between ganged wiring devices connected to different systems or voltages.
- L. Close unused box openings.
- M. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- N. Provide grounding and bonding in accordance with Section 260526.

3.03 CLEANING

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

3.04 PROTECTION

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

END OF SECTION

Not for Bid

**SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.
- E. Warning signs and labels.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace 2021.
- C. UL 969 - Marking and Labeling Systems Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
 - 2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 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 voltage and phase.
 - 2) Identify power source and circuit number. Include location when not within the same space as the equipment.
 - 3) For panelboards with a door, use typewritten circuit directory to identify load(s) served. Identify spares and spaces.
 - (a) Indoor installations: place typewritten circuit directory within clear plastic cover affixed to inside of panelboard door.

- (b) Outdoor installations (in outdoor enclosures): laminate typewritten circuit directory and affix to the inside of panelboard door with foam tape identified for outdoor use. Trim lamination to provide minimum 1/4 inch of lamination around printed sheet in order to prevent moisture from penetrating lamination. If present, remove clear plastic cover from panelboard door.
 - 4) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.
 - 5) For existing panelboards, where circuit designations are modified in any way, provide new circuit directory complying with this section. Do not field-modify existing circuit directories.
 - b. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify power source and circuit number. Include location when not within sight of equipment.
 - 2) Identify load(s) served. Include location when not within sight of equipment.
 - 2. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
 - 3. Use identification label on inside of door at each fused switch to identify required NEMA fuse class and size.
 - 4. Use identification label on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
 - 5. 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. Industrial machinery.
 - 6. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
 - a. Minimum Size: 3.5 by 5 inches (89 mm by 127 mm).
 - b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- B. Identification for Conductors and Cables:
- 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
 - 2. Use wire and cable markers to identify circuit number or other designation indicated for control and instrumentation conductors and cables at the following locations:
 - a. At each source and load connection.
 - 3. Use underground warning tape to identify direct buried conduit.
- C. Identification for Devices:
- 1. Use identification label to identify serving branch circuit for all receptacles and control devices.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic or stainless steel nameplates suitable for exterior use.

2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
 - a. Exception: Provide minimum thickness of 1/8 inch (3 mm) when any dimension is greater than 4 inches (100 mm).
 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Comply with detail on the drawings.
 2. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
 3. Legend:
 - a. Equipment designation or other approved description.
 - b. Other information as indicated.
 4. Text: All capitalized unless otherwise indicated.
 5. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch (13 mm).
 - b. Other Information: 1/4 inch (6 mm).
 6. Color:
 - a. White text on black background.
- D. Format for General Information and Operating Instructions:
1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/4 inch (6 mm).
 5. Color: Black text on white background unless otherwise indicated.
- E. Format for Caution and Warning Messages:
1. Minimum Size: 2 inches (51 mm) by 4 inches (100 mm).
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/2 inch (13 mm).
 5. Color: Black text on yellow background unless otherwise indicated.
- F. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).
 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 mm).
- G. Format for Control Device Identification:
1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).
 2. Legend: Load controlled or other designation indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch (5 mm).

2.03 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch (3 mm).
- F. Color: Black text on white background unless otherwise indicated.

2.04 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 6 inches (152 mm) wide, with minimum thickness of 5 mil (0.1 mm), unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.

2.05 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
 - 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches (178 by 254 mm) 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 (51 mm by 102 mm) unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 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. Interior Components: Legible from the point of access.
 - 3. Boxes: Outside face of cover.
 - 4. Conductors and Cables: Legible from the point of access.
 - 5. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using epoxy cement and to interior surfaces using self-adhesive backing. Epoxy cement shall be identified by the manufacturer as suitable for the substrates.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

Not for Bid

**SECTION 262416
PANELBOARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service 2013e (Amended 2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards 2015.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- 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 - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.
- 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.

1.04 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 for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
 - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 - 5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- C. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 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

2.01 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 (2,000 m).
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- 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.
 - 2. Listed series ratings are not acceptable.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation. Do not train incoming feeder conductors to the opposite end of the enclosure.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. 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.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: As indicated on the drawings.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - b. Increase gutter space as required where sub-feed lugs, feed-through lugs, gutter taps, or oversized lugs are provided.
 - 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- J. Load centers are not acceptable.

2.02 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit 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: Aluminum, suitable for terminating aluminum or copper conductors.
 - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
 - 2. Phase and Neutral Bus Material: Aluminum or copper.
 - 3. Ground Bus Material: Aluminum or copper.
- D. Circuit Breakers: Thermal magnetic bolt-on type.
- E. Enclosures:
 - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
 - 2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
 - 3. Provide clear plastic circuit directory holder mounted on inside of door.

2.03 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.
 - 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: Aluminum, suitable for terminating aluminum or copper conductors.
 - 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. Do not use handle ties in lieu of multi-pole circuit breakers.

PART 3 EXECUTION

3.01 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.

3.02 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 260529.
- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.
- I. Provide grounding and bonding in accordance with Section 260526.
- J. Install all field-installed branch devices, components, and accessories.
- K. Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.
- L. Breakers for circuits labeled "Spare" or otherwise made Spare by the scope of work shall be left in the "OFF" position.
- M. Provide filler plates to cover unused spaces in panelboards.
- N. Identify panelboards in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.04 ADJUSTING

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

3.05 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 262726
WIRING DEVICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 260533.16 - Boxes for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for 2014h, with Amendments (2017).
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification) 2014g, with Amendment (2017).
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices 1999 (Reaffirmed 2020).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications 2016.
- G. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 - General-Use Snap Switches Current Edition, Including All Revisions.
- I. UL 498 - Attachment Plugs and Receptacles Current Edition, Including All Revisions.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices Current Edition, Including All Revisions.
- K. UL 943 - Ground-Fault Circuit-Interrupters Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
 - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
 - 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
 - 4. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.
- B. Sequencing:
 - 1. Do not install wiring devices until final surface finishes and painting are complete.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1.06 QUALITY ASSURANCE

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

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 PRODUCTS

2.01 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 in-use covers for receptacles installed outdoors or in damp or wet locations.

2.02 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated. Where not indicated, verify device and wall plate colors with the architect or owner.
- B. Wiring Devices Installed in Unfinished Spaces: Gray with stainless steel wall plate.
- C. Wiring Devices Installed in Wet or Damp Locations: Gray with specified weatherproof cover.

2.03 WALL SWITCHES

- A. 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.
- B. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; rated for motor loads up to 1/4 HP; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.04 RECEPTACLES

- A. 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.
- B. Convenience Receptacles:
 - 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
 - 2. Weather Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
- C. 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.
 - 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 SD suitable for installation in damp or wet locations.

2.05 WALL PLATES

- A. 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.

- B. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- C. Weatherproof Covers for Wet 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

3.01 INSTALLATION

- A. Perform work 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 260533.16 as required for installation of wiring devices provided under this section. Coordinate all device mounting heights and locations with the Architect prior to installation. Mount electrical devices required to be accessible per ANSI A117.1 sections 308 and 309.
 - 1. Mounting Heights (on center): Unless otherwise indicated, as follows:
 - a. Wall Switches: 44 inches (1100 mm) above finished floor.
 - b. Receptacles: 18 inches (450 mm) above finished floor or 6 inches (150 mm) above counter.
 - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when served by different systems or voltages.
- E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
- F. 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.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Unless otherwise indicated, provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- J. Install wall switches with OFF position down.
- K. Provide a neutral conductor from each circuit to each wall switch box. If not used for the device installed, cap with a wire nut. Identify each neutral conductor with its associated circuit.
- L. Install vertically mounted receptacles with grounding pole on bottom and horizontally mounted receptacles with grounding pole on left.
- M. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

END OF SECTION

**SECTION 262913
ENCLOSED CONTROLLERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed NEMA controllers for low-voltage (600 V and less) applications:
 - 1. Manual motor starters.
- B. Overcurrent protective devices for motor controllers, including overload relays.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- C. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts 2008 (Reaffirmed 2020).
- D. NEMA ICS 6 - Industrial Control and Systems: Enclosures 1993 (Reaffirmed 2016).
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules Current Edition, Including All Revisions.
- G. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contactors and Motor-starters - Electromechanical Contactors and Motor-starters Current Edition, Including All Revisions.

1.04 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.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.
- B. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- C. Project Record Documents: Record actual installed locations of controllers and final equipment settings.

- D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 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

2.01 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 (1,000 m).
 - 2) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 feet (2,000 m).
 - b. Ambient Temperature: Between 32 degrees F (0 degrees C) and 104 degrees F (40 degrees C).
 - 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: As indicated on the drawings.
 - 3. Finish: Manufacturer's standard unless otherwise indicated.
- H. Manual Motor Starters:
 - 1. Description: NEMA ICS 2, Class A manually-operated motor controllers with overload relay(s).
 - 2. Configuration: Non-reversing unless otherwise indicated.
 - 3. Integral-Horsepower Manual Motor Starters:
 - a. Furnish with toggle operator.
 - b. Overload Relays: Bimetallic thermal type
 - c. Provide means for locking operator in the OFF position.

2.02 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.

PART 3 EXECUTION

3.01 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 260529.
- E. Install enclosed controllers plumb and level.
- F. Provide grounding and bonding in accordance with Section 260526.
- 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.
- J. Identify enclosed controllers in accordance with Section 260553.

3.02 ADJUSTING

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

3.03 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.

3.04 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of controllers to Owner, and correct deficiencies or make adjustments as directed.

3.05 PROTECTION

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

END OF SECTION

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.02 *Progress Payments*

A. Applications for Payments

1. Add a sentence after the second sentence stating, "Each payment request shall be accompanied with record drawings showing as-built conditions of all work requested during the pay period."

ARTICLE 16 - DISPUTE RESOLUTION

- 16.01 Any dispute arising under this agreement shall first be resolved by utilizing non-binding mediation, however should the dispute not be resolved by this method it shall be heard in the Superior Court of the County in which the owner resides, and the parties consent to jurisdiction and venue in that Court. The parties waive any defense they may have to lack of jurisdiction or improper venue and agree to have all disputes resolved in the Superior Court of the County in which the owner resides.

Not for Bid