

PROJECT MANUAL

# WATER WORKS & SEWER BOARD FOR THE CITY OF DADEVILLE

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Dadeville, Alabama

for

## HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION

SRF Project No.: CS010867-03

FEMA Project No.: 721766

January 2024

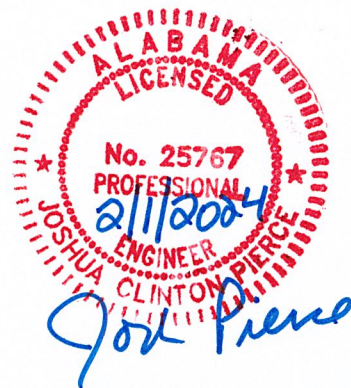
CONSTRUCTION DOCUMENTS

Prepared By

# GMC

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GMC PROJECT NUMBER: CMGM230079



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The Project Manual, Technical Specifications, Drawings, and all other documents relating to this project have been prepared for this individual and particular project, and for the exclusive use of the original Owner, developer or other party so indicated.

Actual project conditions and as-built conditions may vary significantly. Changes made during bidding, negotiations, construction, due to additions or deletions of portions of this project, and/or for other reasons, may not be indicated in these documents.

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LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ TRANSPORTATION ■ DISASTER RECOVERY

**HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION**  
**FOR THE**  
**WATER WORKS & SEWER BOARD OF THE CITY OF DADEVILLE**  
**DADEVILLE, ALABAMA**

**SRF PROJECT NO.: CS010867-03**  
**FEMA PROJECT NO.: 721766**  
**GMC PROJECT NO.: CMGM230079**

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# MEMO

**TO:** ALL PLAN HOLDERS

**FROM:** JOSH PIERCE, PE

**SUBJECT:** HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION  
FOR THE WATER WORKS & SEWER BOARD OF  
THE CITY OF DADEVILLE, ALABAMA  
SRF PROJECT NO.: CS010867-03  
FEMA PROJECT NO.: 721766  
GMC PROJECT NO.: CMGM2300079

**DATE:** JANUARY 2024

Please be advised that all questions or comments for the above subject project will be accepted in writing from plan holders who have obtained bid documents from GMC. All questions or comments must be received in this office by 12:00 Noon., Tuesday, March 12, 2024.

You can EMAIL your questions or comments to [jeremy.lewis@gmcnetwork.com](mailto:jeremy.lewis@gmcnetwork.com). Appropriate responses will be issued only to those items considered necessary by the Engineer via an addendum.



## ADVERTISEMENT FOR BIDS

Sealed bids for the **Highway 280 Lift Station Flood Damage Rehabilitation CMCM230079** will be received by the Water Works & Sewer Board of the City of Dadeville located at 826 East Columbus Street, Dadeville, AL 36853, until Wednesday, March 20, 2024 at 10:30 a.m. local time at which time the Bids received will be publicly opened and read aloud.

The Project includes the following Work: **Replacement of Lift Station Submersible Pumps, Including Control Panel, Disconnects, Wiring, SCADA and Related Appurtenances.**

Information for the Project can be found at the following designated website: [www.gmcnetwork.com](http://www.gmcnetwork.com)

The Issuing Office for the Bidding Documents is Goodwyn Mills Cawood, LLC, 1906 E Three Notch Street, Andalusia, AL 36421, Attn: Patsy Stinson or email [patsy.stinson@gmcnetwork.com](mailto:patsy.stinson@gmcnetwork.com). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. – 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of \$20.00 for a one-time administrative fee for digital access/file sharing and/or \$75.00 for each printed set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Checks for Bidding Documents shall be payable to "GMC." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Bid security shall be furnished in accordance with the Instructions to Bidders.

This project is being funded in part by SRF Project No.: CS010867-03 and will require DBE documentation from the lowest, responsive, and responsible bidder no later than 10 days after the bid opening. The project is being funded in part by FEMA Project No.: 721766.

All participants must comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement").

The Owner reserves the right to waive any informalities, or to reject any or all bids, and to award the contract to the lowest, responsive, and responsible bidder. All bidders shall submit, upon request, a list of projects "successfully completed" in the last 2 years, having the same scope of work and approximate construction cost as specified in this project. All bidders must comply with requirements of the Contractor's Licensing Law of the State of Alabama and be certified for the type of work on which the proposal is submitted. Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

All Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Engineer; the Bidder shall show such evidence by clearly displaying the license number on the outside of the envelope in which the Proposal is delivered.

No bidder may withdraw his bid within 60 days after the opening thereof.

Owner: Water Works & Sewer Board of the City of Dadeville  
By: Tom Zappone  
Title: Chairman



## IMMIGRATION STATUS VERIFICATION

### 1.1 GENERAL:

A. Bidders are hereby reminded that they are required to comply with requirements of Alabama Immigration Law, Act 2011-535 (also referred to as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act", or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012, **enrollment in the E-Verify Program of the United States Department of Homeland Security:**

1. Contractor's signed "E-Verify Memorandum of Understanding" will be required to be attached to any Contract awarded.
2. General Contractors and Subcontractors shall be enrolled in, participate in and maintain compliance for the duration of this contract, and as otherwise required by statute.

B. The following statement shall and will be included in the Contract for Construction:

***"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."***

C. Additional information and Guidance is available at the following websites:

1. E-Verify portal maintained by State of Alabama: <http://immigration.alabama.gov>
2. Alabama Office of the Attorney General Website: <http://www.ago.alabama.gov/Page-Immigration>
3. Alabama Building Commission: <http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491-DatedMay-29-2012.pdf>
4. US Department of Homeland Security, E-Verify: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)

**END OF SECTION**





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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

**Company ID Number:**

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

**Company ID Number:**

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number:

Approved by:

<b>Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	









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State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

**RE Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_ **by and between** \_\_\_\_\_ **(Contractor/Grantee)** **and** \_\_\_\_\_ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness



# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may make the Bidding Documents available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are required to register as plan holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents





and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Bidder's state or other contractor license number, if applicable.
  - B. Subcontractor and Supplier qualification information.
  - C. Other required information regarding qualifications.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

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

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

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*



1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Report:* The Bidding Documents contain a Geotechnical Report.
  - a. As set forth in the Supplementary Conditions, the Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations.
  - b. The Geotechnical Report is intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Geotechnical Report and bids should be based on a comprehensive approach that includes an independent review and analysis of the Geotechnical Report, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
  - c. Nothing in the Geotechnical Report is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the Supplementary Conditions, the Geotechnical Report is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.



5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

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

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

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

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should



review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent, not to exceed \$10,000, of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the





Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective



Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

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



- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

##### **13.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

##### **13.03 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is



submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

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

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of





the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 19—BONDS AND INSURANCE**

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

**ARTICLE 20—SIGNING OF AGREEMENT**

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



Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 21—SALES AND USE TAXES**

21.01 Owner is exempt from **Alabama** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **(Act # 2018-234)**). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.



# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

***Attn: Tom Zappone, Chairman  
Water Works & Sewer Board of the City of Dadeville  
826 East Columbus Street  
Dadeville, AL 36853***

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

## ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; and
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- F. Accounting of Sales Tax Attachment to Proposal Form

## ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
  - 1. Lump Sum Price



<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	LS	Mobilization & General Conditions (NTE 3% of Total Bid)	\$ _____ LS	\$ _____
2	1	LS	Remove Existing Pumps / Base Elbows (2) & Related Accessories & Return to the Owner	\$ _____ LS	\$ _____
3	1	LS	Demo. Control Panel, MTS, Disconnect, Conduit, Wiring, Etc.	\$ _____ LS	\$ _____
4	1	LS	Furnish and Install (2) New Submersible Pumps, Base Elbows & Associated Components	\$ _____ LS	\$ _____
5	1	LS	Furnish and Install a New Pump Control Panel, MTS & Disconnect (NEMA 4X Rated)	\$ _____ LS	\$ _____
6	1	LS	Furnish and Install New Conduit, Junction Boxes, Fittings & Wiring, Etc.	\$ _____ LS	\$ _____
7	1	LS	SCADA Improvements	\$ _____ LS	\$ _____
8	1	LS	Elevated Equipment Mount Rack (Hazard Mitigation Assoc. Item)	\$ _____ LS	\$ _____
9	1	LS	Furnish and Install Pre-Fabricated Aluminum Stairway and Walk Platform w/ Handrail (Hazard Mitigation Assoc. Item)	\$ _____ LS	\$ _____
10	1	LS	Concrete Pad for Stairway and Platform (Hazard Mitigation Assoc. Item)	\$ _____ LS	\$ _____
11	1	LS	Remove and Relocate Existing Access Gates	\$ _____ LS	\$ _____
12	1	LS	Driveway Re-Alignment for Relocated Gated Access (Includes Grading & Crushed Aggregate)	\$ _____ LS	\$ _____
13	1	LS	All Other Items	\$ _____ LS	\$ _____
14	1	LS	Erosion Control Measures	\$ _____ LS	\$ _____
15	1	LS	Owner' Contingency Allowance	\$ _____ LS	\$ _____ 25,000.00
<b>TOTAL BID</b>					<b>_____</b>





**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the



Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.



- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

*(Signature Page to Follow)*



BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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





**ACCOUNTING OF SALES TAX  
Attachment to Proposal Form**

To: WATER WORKS & SEWER BOARD OF THE CITY OF DADEVILLE Date: \_\_\_\_\_  
(Awarding Authority)

**NAME OF PROJECT**

HIGHWAY 280 LIFTSTATION FLOOD DAMAGE REHABILITATION

**SALES TAX ACCOUNTING**

Pursuant to Act 2018-234, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ \_\_\_\_\_

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

**Legal Name of Bid** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*By (Legal Signatu** \_\_\_\_\_

**\*Name (type or pr** \_\_\_\_\_ (Seal)

**\*Title** \_\_\_\_\_

**Telephone Numbe** \_\_\_\_\_



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>WW&amp;SB of the City of Dadeville</b> Address <i>(principal place of business)</i> : <b>826 East Columbus Street</b> <b>Dadeville, AL 36853</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Highway 280 Lift Station Flood Damage</b> <b>Rehabilitation – CMGM230079</b>  Bid Due Date: ____ / ____ / ____
<b>Bond</b> Penal Sum:     \$ _____ Date of Bond:    ____ / ____ / ____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**NOTICE OF AWARD**

Date of Issuance: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Owner: WW&SB of the City of Dadeville

Owner's Project No.:

Engineer: Goodwyn Mills Cawood, LLC

Engineer's Project No.: CMGM230079

Project: Highway 280 Lift Station Flood Damage Rehabilitation

Bidder:

Bidder's Address:

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

**Highway 280 Lift Station Flood Damage Rehabilitation**

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

[3] unexecuted counterparts of the Agreement accompany this Notice of Award.

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

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Owner: **WW&SB of the City of Dadeville**

By (signature):

Name (printed): Tom Zappone

Title: Chairman

Contractor:

By (signature):

Name (printed):

Title:





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

This Agreement is by and between the Water Works & Sewer Board of the City of Dadeville (“Owner”) and \_\_\_\_\_ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Replacement of Lift Station Submersible Pumps, Including Control Panel, Disconnects, Wiring, SCADA and Related Appurtenances.**

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Highway 280 Lift Station Flood Damage Rehabilitation – CMGM230079**

## **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Goodwyn Mills Cawood, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Goodwyn Mills Cawood, LLC

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.



Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid \_\_\_\_\_ and xx/100 Dollars, (\$\_\_\_\_\_).

#### ARTICLE 6—PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.



- a. **95** percent of the value of the Work completed (with the balance being retainage).
  - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. As per HB24, Act #2014-404, all monies not paid when due to the Contractor shall be entitled to interest from awarded authority, at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama, on the unpaid balance due.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **8** sheets with each sheet bearing the following general title: **Highway 280 Lift Station Flood Damage Rehabilitation – CMGM230079.**
  - 7. Addenda (numbers [\_\_\_\_\_] to [\_\_\_\_\_] inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Appendix A – N/A



9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. ~~Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.~~
  5. ~~Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.~~
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques,





sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

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

#### 8.03 *Standard General Conditions*

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



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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Contractor:

**WW & SB for the City of Dadeville**

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Tom Zappone  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: Chairman  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

826 East Columbus Street  
Dadeville, AL 36853

\_\_\_\_\_  
\_\_\_\_\_

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

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_



## NOTICE TO PROCEED

Owner: WW&SB of the City of Dadeville Owner's Project No.: \_\_\_\_\_  
Engineer: Goodwyn Mills Cawood, LLC Engineer's Project No.: CMGM230079  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Highway 280 Lift Station Flood Damage Rehabilitation  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Paragraph 4.01 of the General Conditions.

The number of days to achieve Substantial Completion is **60** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion \_\_\_\_\_; and the number of days to achieve readiness for final payment is **90** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of \_\_\_\_\_.

Owner: **WW&SB of the City of Dadeville**  
By (signature): \_\_\_\_\_  
Name (printed): Tom Zappone  
Title: Chairman  
Date Issued: \_\_\_\_\_

Contractor: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_



## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>WW&amp;SB of the City of Dadeville</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>826 East Columbus Street</b>  <b>Dadeville, AL 36853</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>Highway 280 Lift Station Flood Damage Rehabilitation – CMGM230079</b></p> <p>Contract Price: \$ _____</p> <p>Effective Date of Contract: ____ / ____ / ____</p>
<p><b>Bond</b></p> <p>Bond Amount: \$ _____</p> <p>Date of Bond: ____ / ____ / ____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:



- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>WW&amp;SB of the City of Dadeville</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>826 East Columbus Street</b>  <b>Dadeville, AL 36853</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>Highway 280 Lift Station Flood Damage Rehabilitation – CMGM230079</b></p> <p>Contract Price: \$ _____</p> <p>Effective Date of Contract: ____ / ____ / ____</p>
<p><b>Bond</b></p> <p>Bond Amount: \$ _____</p> <p>Date of Bond: ____ / ____ / ____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows: **None**

**Contractor's Application for Payment**

<b>Owner:</b> _____	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> _____	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> _____	
<b>Contract:</b> _____	

**Application No.:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

**Application Period:** From \_\_\_\_\_ to \_\_\_\_\_

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ - Work Completed =	\$	-
b. _____ X \$ _____ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



























# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: Goodwyn Mills Cawood, LLC Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_



**NOTICE OF ACCEPTABILITY OF WORK**

Owner: \_\_\_\_\_ Owner’s Project No.: \_\_\_\_\_  
Engineer: Goodwyn Mills Cawood, LLC Engineer’s Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor’s Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Notice Date: \_\_\_\_\_ Effective Date of the Construction Contract: \_\_\_\_\_

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer’s professional opinion.
- 3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

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

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

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

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

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

## 1.02 Terminology

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

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

## **ARTICLE 2—PRELIMINARY MATTERS**

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

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

### **2.02 *Copies of Documents***

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

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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



## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

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

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

#### B. *Resolving Discrepancies*

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

### 3.04 *Requirements of the Contract Documents*

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

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

### 3.05 *Reuse of Documents*

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

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

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

#### 4.05 *Delays in Contractor's Progress*

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

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

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

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

## 5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

### 5.03 *Subsurface and Physical Conditions*

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

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

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

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

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in



Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

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

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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

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

#### 5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

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

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

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

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

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

#### 6.02 *Insurance—General Provisions*

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

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

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

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

#### 6.03 Contractor's Insurance

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



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

#### 6.04 *Builder's Risk and Other Property Insurance*

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

#### 6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

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

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

#### 7.06 *Substitutes*

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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



#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

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

#### 7.11 *Laws and Regulations*

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

#### 7.12 *Record Documents*

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

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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

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

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

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

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

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

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



- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

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

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

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

### **9.02 *Replacement of Engineer***

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

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

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

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

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

### 10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

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

### 11.02 *Change Orders*

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

### 11.03 *Work Change Directives*

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

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

#### 11.04 *Field Orders*

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

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

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



#### 11.08 *Change of Contract Times*

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

#### 11.09 *Change Proposals*

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

#### B. *Change Proposal Procedures*

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

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

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

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

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

#### 11.10 *Notification to Surety*

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

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

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

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

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

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

### **13.01 *Cost of the Work***

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

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

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

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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

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

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.



- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

#### 14.03 *Defective Work*

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

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

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

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

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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

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

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

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

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.



- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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

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

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction. All parties waive their rights to a trial by jury.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

## SUPPLEMENTAL GENERAL CONDITIONS

### 1. COPIES OF DOCUMENTS

- 1.1 Section 2.02 of the General Conditions is hereby modified. The Contractor will be furnished with three complete sets of plans and specifications. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids.

### 2. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 2.1 The Contractor will be required to submit a list of Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to the Owner in advance of the specified date prior to the Effective Date of the Agreement.

### 3. SHOP DRAWINGS AND SAMPLES

- 3.1 Section 7.16 of the General Conditions is hereby modified to require all shop drawings to bear a stamp reading...**The Contractor hereby represents that all field measurements, field construction criteria, materials, dimensions, catalog numbers and other similar data have been determined and verified and that each shop drawing and sample has been checked and coordinated with the requirements of the work and of the contract documents along with the name of the Contractor.**

### 4. PAYMENTS TO CONTRACTOR

- 4.1 Monthly estimates for payment shall be submitted to the office of the Engineer by the Friday nearest the 25th of each month

### 5. AS-BUILTS

- 5.1 The General Contractor shall be responsible for providing a complete set of marked up as-built/record drawings to the Engineer for review and approval prior to final payment. The General Contractor shall be responsible for securing the same from all subcontractors and suppliers. Both vertical and horizontal final locations for all structures, pipelines, and related appurtenances shall be provided. Vertical locations shall be tied to project bench mark elevations and horizontal locations shall be tied to property lines, right-of-ways, roadway centerline or other above grade permanent fixture.

### 6. OR EQUAL

- 6.1 Where "or equal" or "approved equal" occurs in the specifications, the Contractor will be allowed under the procedure outlined below to submit for approval prior to the bid opening detailed information concerning alternative products. The information shall contain:

- 1) A copy of the contract specifications that name the materials, products and manufacturers as specified.





- 2) The manufacturers' specifications for the materials, products and performance of the proposed alternative.
- 3) Submittals concerning all proposed substitutions shall be submitted in writing to the Engineer 14 days or more prior to the date of the bid opening. All submittals shall be made in good faith and shall be certified as verifiably equal or superior to the specified item.
- 4) All submittals shall include all data that would be present in construction drawings and specifications, including complete names and descriptions, dimensions, performance verification, and latest catalog numbers.
- 5) If a new material is proposed for substitution, data shall be provided on laboratory tests and standards that have been observed in the design of the product.
- 6) If a new fabricator is proposed, information concerning his capabilities and experience shall be included in the submittal.
- 7) The Engineer will review the or equal submittal package as quickly as possible and will issue a written opinion to the Contractor and to all other bidders within two days of the bid opening.

## 7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

7.1 Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

7.2 The Contractor shall schedule the work to be completed within the time for completion as provided in the contract. Work shall be scheduled during regular work times during week days, except for special or emergency situations that may arise. Engineer shall be notified in writing at least two days in advance of any overtime or weekend work schedules, except in the case of emergencies. Contractor shall be responsible for any extra inspection and testing costs resulting from work performed under special work hour conditions.

## 8. **SUBSTITUTIONS**

8.1 Any proposal for alternate equipment shall be accompanied by full engineering calculations demonstrating the combined hydraulic and electrical performance of the proposed equipment. Additional data required for evaluation will include, but not be limited to, pump curves, complete control data, including proposed schematic circuitry,



and a list of at least 5 successful installations of equal or larger size to that specified. A complete operational history of and supervisor contact for each reference, telephone numbers of personnel contacts and dates of equipment installation and acceptance shall be provided prior to approval of alternate equipment. The Contractor shall be responsible for accumulation of all data required for equipment evaluation.

- 8.2 In the event the Contractor obtains Engineer's approval of equipment other than that for which the station was originally laid out, the Contractor shall make at his own expense, any changes in structures, buildings, piping, wiring, or other appurtenances necessary to accommodate the alternate equipment, and shall furnish proposed blueprint drawings, 24" x 36" size minimum, to show clearly and illustrate any and all changes in the station to the Engineer. As-built drawings, 24" x 36" minimum, will be required to show the completed structure with alternate equipment installed. All drawings shall be accurately dimensioned and scaled.
- 8.3 It will be assumed that the cost to the Contractor of the equipment proposed for substitution is less than that of the equipment specified in the contract. Prior to approval of any substitute equipment, the Contractor shall provide firm documentation of the pricing for both the specified and alternate equipment. The Contract Price shall then be reduced by an amount exactly equal to the difference in cost between the specified and the alternate equipment.

## 9. **DOCUMENTATION**

- 9.1 The Contractor shall supply a digital copy, along with one (1) hard copy of detailed submittal drawings, Operation and Maintenance instruction manuals, and parts lists for all equipment provided as a part of this contract. Standard submittals will consist of the following as an absolute minimum:

1. Outline Drawings
2. Electrical Data and As-Built Schematics
3. Equipment Performance Data
4. Control Panel Schematics and Dimensional Data
5. Installation Data for all Equipment
6. Factory Certifications Required

Operation and Maintenance manuals and parts lists shall be provided to the Owner after the equipment has been started and placed into automatic operation by the supplier. Three sets of manuals shall be provided to the Owner. All manuals shall be new and unused and shall pertain to the type and model of equipment provided. General manuals that do not give specific details concerning the equipment actually provided shall not be acceptable.

## 10. **PROTECTION OF OWNER**

- 10.1 The Contractor hereby agrees to hold harmless, indemnify and defend the Owner, the Owner's agent, the Consulting Engineers, and the owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior



to commencing any work and agrees to name as additional insured the Owner and the Consulting Engineer.

10.2 The Contractor and his insurer, by the contractor's execution of the Contract, shall waive all rights of subrogation against the Owner, Architect, and their Consultants, on all insurance provided by the Contractor and by every Subcontractor.

10.3 The Contractor and his insurer agree all policies furnished by Contractor shall contain no exclusion pertaining to faulty workmanship, job related accident, safety of construction sequences.

11. **CONTRACTOR'S LIABILITY INSURANCE**

11.1 Additionally named insureds shall be the Owner, the Engineer and their Consultants.

11.2 All insurance certificates shall provide for "Waiver of Subrogation" against the Owner, Engineer and their Consultants, by the Contractor, Subcontractors, and their insurers.

12. **NOTICE OF COMPLETION**

12.1 The Contractor shall immediately after the completion of the contract give notice of said completion by an advertisement in some newspaper of general circulation published within the city or county wherein the work has been done for a period of four successive weeks. The notice shall comply with Title 39, Chapter 1, Section 1, Subsection (f), Code of Alabama.

12.2 The notice shall notify all creditors to file any claims for unpaid bills in writing with the Owner prior to a date specified in the notice. The Contractor shall submit a draft of the completion notice to the engineer for approval prior to publication.

13. **RECORD DOCUMENTS (DRAWINGS)**

13.1 The Contractor shall maintain at the construction site or in the home office, one set of contract drawings to be annotated as Record Drawings. All deviations from the contract drawings shall be clearly marked on this set of drawings. The Record Drawing shall be updated each work day and shall show all deviations from the contract drawings as well as actual conditions found including but not limited to:

- Underground utilities showing both horizontal location and depth of utility, size and type, etc.
- Drainage structures
- Other conditions

Periodic payment requests shall not be processed by the Engineer or Owner until the Contractor has satisfied the Engineer that Record Drawings are current.

The Final Record Drawing shall be delivered to the Engineer with the final pay estimate.

The costs for maintaining Record Drawings shall be a subsidiary obligation to the unit cost/lump sum as shown in the proposal.



14. **SAFETY AND PROTECTION**

14.1 All safety precautions in connection with traffic control shall be in accordance with the recommendations procedures and requirements contained in the "Manual on Uniform Traffic Control Devices", Section G.

15. **SALVAGE MATERIAL**

15.1 All metals and devices removed from the project that can be returned for scrap shall be the property of the Owner. Owner shall have first right of refusal on all items that are to be demolished, removed or scrapped from the project. Contractor shall provide a list of such items in written form to the Owner. Prior to the Contractor salvaging any material for his own gain, the contractor shall obtain written approval from the Owner.

16. **HB 24, Act #2014-404 CODE OF ALABAMA**

Approved House Bill 24, Act #2014-404, effective on July 1, 2014 amends §39-2-2 and §39-2-12 relating to public works contracts. The new legislation, among other things:

- (1) Requires pre-bid meetings to be held at least seven days prior to the bid opening.
- (2) Provides that the awarding authority shall designate a person to review the progress of completed work and to review documents submitted by the contractor.
- (3) Reduces the time for payment of completed work on public works contracts by an awarding authority. Generally, partial payment shall be made as work progresses at the end of each calendar month, but in no case later than 35 days after acceptance of work by the awarding authority. If any payment is made after the 35 day period for payment, the awarding authority must pay interest at the rate assessed for underpayment of taxes under §40-1-44(a), *Code of Alabama*.
- (4) Provides for the review and approval of the progress of completed work and provides procedures for the dispute of any submitted invoice.
- (5) Provides that the awarding authority may not offer a contract for bidding unless confirmation of any applicable grant has been received and any required matching funds have been secured by or are available to the awarding authority.

17. **Taxes**

17.1 Owner is exempt from payment of sales and compensating use taxes of the State of Alabama and of cities and counties thereof on all materials to be incorporated into the Work.

- A. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
- B. Contractors will need to submit Application for Sales and Use Tax Certificate of Exemption (ST:EXC-01) to the Alabama Department of Revenue Sales and Use Tax Division to obtain tax exemption certificate.

END OF SECTION





**State of Alabama**  
**Alabama Department of Environmental Management**  
**State Revolving Fund (SRF) Loan Program**



SRF Section  
Permits and Services Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

(334) 271-7793  
(334) 271-7950 FAX

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**Supplemental General Conditions**  
**for SRF Assisted**

Public Drinking Water and Wastewater  
Facilities Construction Contracts



SRF Project Number: CS010867-03

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## I – ADEM Special Conditions

1. Construction within State rights-of-way shall be in accordance with the Alabama Department of Transportation policies and procedures.
2. Construction is to be carried out in compliance with applicable NPDES permits and in a manner that prevents bypassing of raw wastewater flows during construction. If bypassing is anticipated, the ADEM NPDES Enforcement Branch (334-271-7975) shall be advised in advance and the contractor shall take all necessary steps to minimize the impacts of bypassing.
3. Siltation and soil erosion shall be minimized during construction. The contractor shall obtain an NPDES storm water permit for construction if required.
4. The owner shall provide and maintain competent and adequate supervision and inspection.
5. ADEM and EPA shall have access to the site and the project work at all times.
6. These Special Conditions shall supersede any conflicting provisions of this contract.
7. **A project sign is required.** See **Parts XVII and XVIII, pages SGC-36 – SGC-37**, for more information.

## II – Bonds and Insurance

Bonding requirements shall comply with Alabama Act No. 97-225. Provisions of the Act are summarized below:

1. Bid Bond – Not less than 5% of either the owner’s estimated cost or of the proposed prime contractor’s bid up to a maximum of \$10,000. The bid guarantee shall consist of a cashier’s check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama.
2. Performance Bond – In an amount not less than 100% of the contract price.
3. Payment Bond – Payable to the awarding authority, shall be executed in an amount not less than 50% of the contract price.

In addition to the insurance requirements elsewhere in the specifications, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 40 CFR 30.600 (b), if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency.

## III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

It is the policy of the State Revolving Loan Fund (SRF) to promote a “fair share” of sub-agreement awards to **small, minority, and/or women-owned businesses** for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. *The “fair share” objective is a goal, not a quota.* DBE (Disadvantaged Business Enterprise) is an all-inclusive business classification, which includes MBE (minority business enterprises and/or WBE (women business enterprises) and is used synonymously when these entities are referenced individually or collectively.



Failure on the part of the apparent successful bidder to submit required information to the Loan Recipient (Owner) may be considered (by the Loan Recipient (Owner)) in evaluating whether the bidder is responsive to the bid requirements. The project objectives for utilization of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) are as follows:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 2.5%	WBE 3%

For purposes of clarification:

- This objective applies to any Federally assisted procurement agreement in excess of \$10,000.
- This objective necessitates three responsibilities; separate solicitations must be made of small and minority and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanic; Asian American; American Indian; and, any other designations approved by the Office of Management and Budget).
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis. ADEM recommends that contact be made no later than 15 days before bid opening.
- Efforts taken to comply with this objective must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- ADEM recommends that the Loan Recipient (Owner) or proposed Prime Contractor utilizes the services of the Minority Business Development Service Centers. These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women's business enterprises. These Centers are located in a number of Regional cities.
- Use of the services provided by these Centers does not absolve the Loan Recipient (Owner) or proposed Prime Contractor from pursuing additional efforts to meet this objective.

#### IV – Six Affirmative Steps for Good Faith DBE (MBE-WBE) Solicitation

The Loan Recipient (Owner) shall follow the six affirmative steps found in the SRF application when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women's businesses. These six affirmative steps or 'good faith efforts' are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such affirmative steps are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.





2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the AL Department of Transportation (ALDOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

## V – Documentation Required from Loan Recipient (Owner) and Contractor

The low, responsive, responsible bidder must forward the following items, in duplicate, to the loan recipient (owner) no later than 10 days after bid opening. The Loan Recipient (Owner) shall transmit one (1) copy of its DBE documentation of the prime contractor solicitation and one (1) copy of the prime contractor's/bidder's DBE documentation of all subcontractor solicitation to the SRF Section within 14 days after bid opening.

1. SRF project number and project name/loan name\*. (\*not contract name)
2. List of **all** subcontractors (DBE and non-DBE) with name, address, telephone number, estimated contract dollar amount and duration. If there are to be no subcontractors, please indicate such in a letter on company letterhead.
3. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
4. MBE-WBE (DBE) Documents - See **Part V, page SGC-6**.
5. Debarred Firms Certification – See **Part XIV, page SGC-25**.
6. Certification Regarding Equal Employment Opportunity – See **Part XIII, page SGC-24**.

The Loan Recipient (Owner) shall submit annual MBE/WBE Utilization Reports (EPA Form 5700-52A, **pages SGC-16 - SGC-17**) within 30 days of the end of the annual reporting period (**October 30<sup>th</sup>, i.e. by November 30<sup>th</sup>**). Submit reports directly to:

Laketa Ross, Accountant  
 Administrative Section  
 Fiscal Branch  
 Alabama Department of Environmental Management  
 Post Office Box 301463  
 Montgomery, Alabama 36130-1463



**The proposed Prime Contractor must submit the following items to the Loan Recipient (Owner):**

**1) DBE Compliance Form.** The Loan Recipient (Owner) must submit this information to the SRF Section to demonstrate compliance with the DBE requirements. ADEM's approval is required prior to award of the construction contract and commencement of any SRF-funded construction. **(Page SGC-8)**

**2) Certification Regarding Equal Employment Opportunity.** This form is required of the proposed prime contractor (re: all subcontracts executed) and should be submitted with the prime proposed contractor's MBE-WBE solicitation submittal to the Loan Recipient (Owner). **(Page SGC-24)**

**3) Debarred Firms Certification.** This form is required of the proposed prime contractor (re: all subcontracts executed) and should be submitted with the prime proposed contractor's MBE-WBE solicitation submittal to the Loan Recipient (Owner). **(Page SGC-25)**

**4) EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the proposed prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-10)**

**5) EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures an intended DBE subcontractor's description of work to be performed for the proposed prime contractor and the price of the work. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-12)**

**6) EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the proposed prime contractor's intended use of all identified DBE subcontractors and the estimated dollar amount of the work. The proposed prime contractor must provide this form to each DBE subcontractor for the DBE subcontractor's submittal to the SRF Section's MBE-WBE Compliance Staff (to be forwarded to EPA's DBE Coordinator). **(Page SGC-14)**

**7) EPA Form 5700-52 A MBE/WBE Utilization Reports (DBE Annual Report), if applicable.** The Loan Recipient (Owner) must submit this information to the SRF Section within 30 days of the end of the annual reporting period (October 30th), i.e., **by November 30th**. **(Pages SGC-16 - SGC-17)**

**8) Changes to Approved DBE Compliance Form, if applicable.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous Department approvals, the Owner must submit this information to the Department for prior approval in order for the affected subcontract work to be eligible for SRF funding. **(Page SGC-23)**

**9) Certified Payrolls.** These should be submitted to the Loan Recipient (Owner), at least, monthly for the prime contractor and all subcontractors. The Loan Recipient (Owner) must maintain payroll records and make these available for inspection

Please note that DBEs, MBEs, and WBEs must be certified in writing by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). Depending upon the certifying agency, a DBE may be classified as a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE). Written certification as a DBE (MBE or WBE) is required in order to be counted toward the Loan Recipient/Owner's MBE-WBE accomplishments.

The documentation of these good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The proposed prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with, at least, 1 logged phone call.

The proposed prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the proposed prime contractor has achieved its fair share objectives.

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The prime contractor must employ the six affirmative steps to subcontract with DBEs, even if the proposed prime contractor has achieved its fair share objectives. If a DBE subcontractor fails to complete work under the subcontract for any reason, the proposed prime contractor must notify the Loan Recipient (Owner) in writing prior to any termination and must employ the six 'good faith efforts' described above if using a replacement subcontractor. Any proposed changes from an approved DBE subcontractor must be reported to the Loan Recipient (Owner) and to the SRF Section on the Changes to Approved Subcontractors Form prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to the SRF Section for new DBE subcontracts.

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## VI – Resources for Identifying MBE-WBE (DBE) Contractors/Subcontractors

The following organizations may provide assistance in soliciting DBE participation:

City of Birmingham  
Office of Economic  
Development  
ATTN: **Monique Shorts**,  
Economic Specialist  
710 20th Street North  
Birmingham, Alabama  
35203  
Ph: (205) 254-2799  
Fax: (205) 254-7741  
[Monique.shorts@birminghamal.gov](mailto:Monique.shorts@birminghamal.gov)

U.S. Small Business  
Administration  
<http://www.pro-net.sba.gov>

National Association  
of Minority  
Contractors (NAMC)  
<https://namcatlanta.org/>

Alabama Department  
of Transportation  
ATTN: **John Huffman**  
1409 Coliseum Boulevard  
Montgomery, Alabama  
36130  
Ph: (334) 244-6261  
<http://www.dot.state.al.us>

U.S. Department of  
Commerce  
Minority Business  
Development Agency  
ATTN: **Donna Ennis**  
75 5<sup>th</sup> Street NW,  
Suite 300  
Atlanta, Georgia 30308  
Ph: (404) 894-2096  
<http://www.mbd.gov/>

Governor's Office of  
Minority and Women's  
Business Enterprises  
**Hilda Lockhart**,  
STEP Project Director  
401 Adams Avenue  
Suite 360  
Montgomery, Alabama  
36130  
Ph: (334) 242-2220

Birmingham Construction  
Industrial Authority ATTN:  
**Ashley Orl** or **Kimberly  
Bivins**  
601 37<sup>th</sup> Street South  
Birmingham, Alabama  
35222  
Ph: (205) 324-6202  
[aorl@bcia1.org](mailto:aorl@bcia1.org)  
[kbaylorbivins@bcia1.org](mailto:kbaylorbivins@bcia1.org)

### **NOTE:**

- (1) The Loan Recipient (Owner) and the proposed Prime Contractor shall use the necessary resources to identify and directly solicit no less than three (3) certified DBE/MBE/WBE companies to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify three (3) potential certified DBE/MBE/WBE firms, then the proposed Prime Contractor shall post an advertisement in, at least, one (1) of the other online or print resources. Whenever possible, post solicitation for bids or proposals should be posted/advertised for a minimum of 30 calendar days before the bid or proposal closing date.**
- (2) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.**
- (3) The proposed Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.**
- (4) In addition, our SRF DBE Compliance Staff is readily available for assistance, as follows: Laketa Ross at (334) 271-7727 or [laketa.ross@adem.alabama.gov](mailto:laketa.ross@adem.alabama.gov) OR Diane Lockwood (DBE Coordinator) at (334) 271-7815 or [dpl@adem.alabama.gov](mailto:dpl@adem.alabama.gov).**



## VII – DBE Compliance Form

**NOTE: FOR DBE COMPLIANCE, ONE (1) COPY OF THIS FORM (WITH ALL INFORMATION OUTLINED) IS REQUIRED (WITH THE LOAN RECIPIENT (OWNER)'S DBE SUBMITTAL) FOR EACH PR&CS REVIEW. THE LOAN RECIPIENT (OWNER) AND PROPOSED PRIME CONTRACTOR SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO THE PR&CS SUBMITTAL TO THE SRF SECTION.**

Loan Recipient: WW&SB for the City of Dadeville SRF Loan (Project) Number: CS010867-03

### CERTIFICATIONS:

*I certify that the information submitted on and with this form is true and accurate and that this company has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.*

\_\_\_\_\_  
(Proposed Prime Contractor Signature) Date \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Loan Recipient's/Owner's State Revolving Fund loan contract.*

**(\*\*Only ONE (1) signature required below.)**

\_\_\_\_\_  
(Signature of Loan Recipient (Owner)) Date \_\_\_\_\_

**OR\*\***

\_\_\_\_\_  
(Loan Recipient's (Owner's) Representative's Signature, (P.E.)) Date \_\_\_\_\_

Josh Pierce, P. E., Project Manager  
(Printed Name and Title)

### GENERAL INFORMATION:

Loan Recipient (Owner) Contact: Tom Zappone, Chairman

Loan Recipient (Owner) Phone Number/Email: 256-825-5004 / tzapper67@gmail.com

Consulting Engineer Contact: Josh Pierce, P. E.

Consulting Engineer Phone Number/Email: 334-271-3200 / josh.pierce@gmcnetwork.com

Proposed Prime Contractor: \_\_\_\_\_

Proposed Prime Contractor Contact: \_\_\_\_\_

Proposed Prime Contractor Phone Number/Email: \_\_\_\_\_

Proposed Prime Contract Amount: \$ \_\_\_\_\_

Proposed Total DBE/MBE Participation: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_ % Goal: 2.5%

Proposed Total WBE Participation: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_ % Goal: 3.0%





**Please ensure the following is submitted in the full DBE submittal (with the DBE COMPLIANCE FORM (page SGC-8)):**

- (1) **List of all committed and uncommitted subcontractors** by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- (2) **Proof of certification (certificate or letter)** by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- (3) **Documentation of solicitation effort for prospective DBE firms**, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least 1 logged phone call. Whenever possible, post solicitation for bids or proposals should be for a minimum of 30 calendar days before the bid or proposal closing date.
- (4) **Justification for not selecting a certified DBE subcontractor** that submitted a low bid for any subcontract area.
- (5) **Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Opportunity Employment. (Page SGC-24)**
- (6) **Debarred Firms Certification. (Page SGC-25)**
- (7) **EPA Form 6100-2 DBE Subcontractor Participation Form** for **each** proposed **certified** DBE subcontractor.\* **(Page SGC-10)** (\*This form is completed by the proposed prime contractor. It is signed by **each** proposed subcontractor **only**.)
- (8) **EPA Form 6100-3 DBE Subcontractor Performance Form** for each DBE subcontractor.\*\* **(Page SGC-12)** (\*\*This form is completed by the proposed prime contractor and signed by each proposed certified subcontractor and the proposed prime contractor per subcontract.)
- (9) **EPA Form 6100-4 DBE Subcontractor Utilization Form** to summarize all DBE subcontracts/subcontractors.\*\*\* **(Page SGC-14)** (\*\*\*)This form is completed and signed by the proposed prime contractor **only**.)

**NOTE:**

**ALL DBE contractors selected must have a current DBE certificate or letter of certification by an approved certifying agency.**

**Loan Recipient (Owner) DBE Submittal**

**At minimum**, the Loan Recipient (Owner)'s DBE submittal should **always** consist of **a cover letter (preferred, but optional)** **and a VII - DBE Compliance Form (page SGC-8)** **and DBE solicitation documentation** (i.e., DBE solicitation list(s) with source(s) of list(s) clearly identified, contractor contact information and results/outcomes of each solicitation (or of the overall solicitation effort, if all results/outcomes were the same), documentation of solicitation method (i.e., copies of emails, phone logs, faxes, etc.).

**Prime Contractor DBE Submittal**

**At minimum**, the Prime Contractor's DBE submittal should **always** consist of **a cover letter (preferred, but optional)** **and DBE solicitation documentation** (i.e., DBE solicitation list(s) with source(s) of list(s) clearly identified, subcontractor contact information and results/outcomes of each solicitation (or of the overall solicitation effort, if all results/outcomes were the same), documentation of solicitation method (i.e., copies of emails, phone logs, faxes, etc.) **OR** a "No Subcontractors" Letter (*if none will be utilized*) **and** a List of **ALL (DBE/non-DBE) subcontractors contracted/yet to be contracted** **and ALL EPA 6100 Forms described above (DBE subcontractors selected or not)** **and** Certification Regarding Equal Employment Opportunity **and** Debarred Firms Certification.



# VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name Highway 280 LS Flood Damage Rehabilitation	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity: ADEM	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

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

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

**EPA FORM 6100-2 (DBE Subcontractor Participation Form)**







# IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name Highway 280 LS Flood Damage Rehabilitation	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity: ADEM	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input checked="" type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

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

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





IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

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

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

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



# X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name Highway 280 LS Flood Damage Rehabilitation	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity: ADEM			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

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

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

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**



X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

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

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

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.





U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS
AND COOPERATIVE AGREEMENTS

PART I OF II
(PAGES SGC-16 & SGC-17)

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000.
PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30)
1B. REPORT TYPE
1C. REVISION OF A PRIOR YEAR REPORT?
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)
2B. EPA DBE COORDINATOR
3A. RECIPIENT NAME AND ADDRESS
3B. RECIPIENT REPORTING CONTACT
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER
4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT
5B. If NO procurements and NO accomplishments were made this reporting period...
5C. Total Procurements This Reporting Period
5D. Were sub-awards issued under this assistance agreement?
5E. MBE/WBE Accomplishments This Reporting Period
6. COMMENTS:
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

EPA FORM 5700-52A available electronically at https://www.epa.gov/sites/production/files/2014-09/documents/epa\_form\_5700\_52a.pdf





**If reporting DBE procurement, please enter the Loan Project Number and the information in the grid below, as applicable. If no additional DBE procurement to report, please enter the Loan Project Number and enter 'N/A' in the black box below.**

**PART II.**

**PART II OF II  
(PAGES SGC-16 & SGC-17)**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

**SRF Financial Assistance Agreement Number:**

1. Procurement Made By Recipient Sub-Recipient and/or SRF Loan Recipient	2. Business Enterprise Minority Women	3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor

Type of Product or Service Codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment  
 Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is completed.



## Instructions:

### A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

### B. Definitions:

**Procurement** is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority



individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

### **Good Faith Efforts**

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

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



### C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at [http://epa.gov/osbp/dbe\\_cord](http://epa.gov/osbp/dbe_cord).

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

**\*For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

**\*For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

**\*NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

**\*For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)





5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

#### **D. Instructions for Part II:**

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.



\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.







### XIII – Certification Regarding Equal Employment Opportunity

The prime contractor is required to comply with Executive Order 112-46 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The prime contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis.

The prime contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The prime contractor must be prepared to comply in all respects with any contract provisions regarding non-discrimination stipulated in conjunction with labor standards.

#### PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_ No \_\_\_
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_ No \_\_\_
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes \_\_\_ No \_\_\_

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature of Prime Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## XIV – Debarred Firms Certification

All prime construction contractors shall certify that Subcontracts have not and will not be awarded to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended and Voluntarily Excluded Persons, in accordance with the provisions of ADEM Administrative Code 335-6-14-.35. Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete this certification in duplicate and submit both copies to the Loan Recipient (Owner) with the bid proposal. The Loan Recipient (Owner) shall transmit one copy to the SRF Section within 14 days after the bid opening.

Project Name/Loan Name\*: Highway 280 Lift Station Flood Damage Rehabilitation  
(\*not **Contract** Name)

SRF Project No.: CS010867-03

The undersigned hereby certifies that the firm of \_\_\_\_\_  
\_\_\_\_\_ has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that is currently on the General Service Administration's Master List of Debarred, Suspended, and Voluntarily Excluded Persons.

Signature of Prime Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## XV – Davis-Bacon and Related Acts

### **Labor Standards Provisions for Federally Assisted Contracts**

#### **Wage Rate Requirements Under FY 2013 Continuing Appropriation**

##### **I. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Cynthia Y. Edwards at [Edwards.Cynthiay@epa.gov](mailto:Edwards.Cynthiay@epa.gov) or at 404-562-9340 of EPA, Region 4 Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

##### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

##### **2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.



(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract Subcontract Provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation , the following clauses:

#### **(1) Minimum wages.**

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

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

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



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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

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

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

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

## **(2) Withholding.**

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





### **(3) Payrolls and basic records.**

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

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

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

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



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

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

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

#### **(4) Apprentices and trainees.**

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

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



If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**(5) Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.**

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

**(7) Contract termination: debarment.**

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

**(8) Compliance with Davis-Bacon and Related Act requirements.**

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

**(9) Disputes concerning labor standards.**

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

**(10) Certification of eligibility.**

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

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

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



#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

##### **(1) Overtime requirements.**

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

##### **(2) Violation; liability for unpaid wages; liquidated damages.**

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

##### **(3) Withholding for unpaid wages and liquidated damages.**

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

##### **(4) Subcontracts.**

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.





## 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information

indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.



***(Insert applicable wage rate determination here.)***

**Wage Rates are county specific for *Heavy Construction* and can be found at:**  
<https://sam.gov/content/wage-determinations>



Superseded General Decision Number: AL20230069

State: Alabama

Construction Type: Heavy  
Including Water and Sewer Line Construction

Counties: Chambers, Cherokee, Clay, Cleburne, Coosa, Jackson, Randolph, Talladega and Tallapoosa Counties in Alabama.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



	Rates	Fringes
Operating Engineers:		
Crane and Cherry Picker.....	\$ 25.90	10.65
Oiler.....	\$ 22.83	10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,  
 Cranes with 200 ft. or more boom receive \$0.50 extra per hour,  
 Cranes with 350 ft. or more boom receive \$1.10 extra per hour,  
 Cranes with 500 ft. or more boom receive \$1.45 extra per hour,  
 Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall  
 receive \$0.35 in addition to A-rate and boom pay per hour

-----  
 SUAL2007-154 11/28/2007

	Rates	Fringes
ELECTRICIAN.....	\$ 15.96 **	3.57
LABORER: Common or General.....	\$ 8.54 **	0.00
LABORER: Pipelayer.....	\$ 10.13 **	0.00
OPERATOR: Backhoe.....	\$ 13.46 **	0.00
OPERATOR: Bulldozer.....	\$ 16.60 **	2.64
OPERATOR: Drill.....	\$ 9.50 **	2.36
OPERATOR: Grader/Blade.....	\$ 12.59 **	1.33
OPERATOR: Loader (Front End)....	\$ 11.67 **	0.00
OPERATOR: Roller.....	\$ 9.45 **	0.00
OPERATOR: Scraper.....	\$ 9.78 **	0.18
OPERATOR: Trackhoe.....	\$ 12.00 **	0.00
TRUCK DRIVER.....	\$ 15.70 **	5.86

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

=====  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$17.20) or 13658  
 (\$12.90). Please see the Note at the top of the wage  
 determination for more information. Please also note that the  
 minimum wage requirements of Executive Order 14026 are not  
 currently being enforced as to any contract or subcontract to  
 which the states of Texas, Louisiana, or Mississippi, including  
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide  
 employees with 1 hour of paid sick leave for every 30 hours





they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the



wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====

END OF GENERAL DECISION"



## XVI – American Iron and Steel Requirement

**Section 4.13 Compliance with 2014 Appropriations Act.** (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act (the "2014 Appropriations Act") and related SRF Policy Guidelines) which the Loan Recipient understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the Buy American Requirement is not applicable to the Project. .

(b) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Clean Water Act (codified generally under 33 U.S.C. §1251 et seq.) (the "Clean Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the Clean Water Act and this Agreement may be an Event of Default hereunder that results in a repayment of the Authority Loan in advance of the maturity of the Evidence of Indebtedness and/or other remedial actions.

The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project

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





XVII – Project Sign Detail - CWSRF



STATE OF ALABAMA

Honorable (name), Governor



ALABAMA WATER POLLUTION CONTROL AUTHORITY  
POLLUTION CONTROL PROJECT

(NAME OF OWNER)

**(NAME OF PROJECT)**

\$(amount) STATE REVOLVING FUND LOAN



(NAME OF CONTRACTOR) • CONTRACTOR  
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
U.S. ENVIRONMENTAL PROTECTION AGENCY

1. Sign is to be constructed of ½” MDO plywood, 4’ x 8’. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4” x 4” x 8’ treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.



XVIII – Project Sign Detail - DWSRF

 <p><b>ADEM</b> Alabama Department of Environmental Management</p>	<p><b>STATE OF ALABAMA</b> Honorable (Name), Governor</p>	
<p><b>ALABAMA DRINKING WATER FINANCE AUTHORITY INFRASTRUCTURE PROJECT</b></p>		
<p>(NAME OF OWNER) <b>(NAME OF PROJECT)</b></p>		
<p>\$(amount) STATE REVOLVING FUND LOAN</p>		
<p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p>		
<p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>		

[Two vertical rectangular posts are shown below the sign frame, representing the support structure.]

1. Sign is to be constructed of ½” MDO plywood, 4’ x 8’. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4” x 4” x 8’ treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.



## XIX – Construction Contract Requirements

This checklist is to be completed by the Loan Recipient (Owner)/Engineer when submitting plans and specifications to the SRF Section for review. It affirms to the SRF reviewer that the Loan Recipient (Owner)/Engineer has addressed these items (in boilerplate form) within the specifications manual.

Contract Page No.	Satisfied Yes/No	
<u>00111</u>	<u>Yes</u>	Bid Advertisement (including date, time, and location of bid opening).
<u>00430</u>	<u>Yes</u>	Bid Bond.
<u>00610</u>	<u>Yes</u>	Performance Bond (100%).
<u>00615</u>	<u>Yes</u>	Payment Bond (Not less than 50%).
<u>00520-4.02</u>	<u>Yes</u>	Contract Length.
<u>00520-4.05</u>	<u>Yes</u>	Liquidated Damages.
<u>00800-6.03</u>	<u>Yes</u>	Liability Insurance (including workman's comp, public liability, and builder's risk, if applicable).
<u>00200-18</u>	<u>Yes</u>	Method of Award (i.e. lowest, responsive, responsible bidder).
<u>                    </u>	<u>N/A</u>	Air testing of gravity sewers (if applicable).

Within 14 days after the bid opening, the Loan Recipient (Owner)/Engineer is to prepare the Project Review and Cost Summary (per the **PR&CS Checklist, page SGC-39**) and submit it to the SRF Section of ADEM. Upon completion of review, a written ATA (Approval-to-Award) will be issued.

**NOTE:**

***The Loan Recipient (Owner) assumes all financial risk, if the construction contract is awarded prior to the issuance of an ATA letter by the SRF Section.***



# XX – Project Review and Cost Summary

<b>ADEM</b> Alabama Department of Environmental Management	SRF Project Review and Cost Summary	Form Revised 07-2021
<p>This form is to be completed and submitted (with supporting documentation) to the SRF Section <u>within 14 days after bid opening</u>. Following satisfactory review, an ATA (Approval-to-Award) letter will be issued. After the ATA is issued/award of the contract, a pre-construction conference should be scheduled (<b>with the SRF Project Manager in attendance</b>). <u>A complete, bound set of the executed contract documents manual should be forwarded to the SRF Section for review and written approval following the pre-construction conference.</u></p>		
Loan Recipient: <u>Water Works &amp; Sewer Board for the City of Dadeville</u> Project Number: <u>CS010867-03</u>		
Project Name: <u>Highway 280 Lift Station Flood Damage Rehabilitation</u>		
Contract Number: <u>1</u> Contract Name: <u>Highway 280 Lift Station Flood Damage Rehabilitation</u>		
1. Date of plans and specifications concurrence letter from ADEM-SRF Section: <u>2/8/2024</u>		
Date of construction permit issuance from ADEM-DW Branch: _____		
2. Attach copies of the following documents:		
___ a. Bid advertisement with certification by publisher and date(s) of publication.		
___ b. Certified bid tabulation.		
___ c. Proposal of the selected bidder.		
___ d. Bid bond.		
___ e. Engineer's letter to the loan recipient recommending award of the contract. If the award is made to other than the low bidder, provide justification.		
___ f. Site certificates for the project, if not previously submitted with the SRF loan application.		
___ g. <b><u>DBE Documentation from the loan recipient (owner) and the prime contractor.</u></b> Utilization, solicitation and documentation requirements (with a list of required documents) are discussed in detail in Parts III - V (pages SGC-3 - SGC-23) of the ADEM <i>SRF Supplemental General Conditions</i> for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts.		
___ h. Copy of the wage determination used in bidding.		
___ i. Any addenda that have been issued after ADEM review of the plans and specifications.		
Comments: _____ _____		





# Basic Elements · EPA Logo Usage

## PREFERRED USE



The EPA logo is the primary logo for internal and external communication. Using these two versions (preferred and alternate) of the EPA logo will generate equity in the symbol, assure consistency across products, and maintain a unified image. It is important that the EPA logo always be reproduced with consistent high quality (in vector file format when possible). When using other symbols or graphic elements in addition to the EPA logo, be careful not to create a disjointed image of the Agency and cause stakeholder confusion.

## ALTERNATE USES



Signature below



Signature beside



Signature beside on one line



For best results, the preferred presentation of the logo should be used on products that do not have enough space for the logo with text (pens, name badges, lapel pins, Web site banners, etc.).

It may also be used on partnership publications in the presence of other logos. Without the text underneath, the logo should be made the same relative size as the other logos on the page.

## CLEAR SPACE



To ensure high visibility and an uncluttered presentation, always maintain clear space around the EPA logo. To determine the clear space, measure the width of the “E” in the logotype. The clear space will change depending on scale.

It is important that all parts of the EPA logo be readable. For this reason, the EPA logo should not be reproduced at sizes any smaller than those specified here. There are no maximum size restrictions as long as the clear space requirements are met.

## MINIMUM SIZE





ACCEPTABLE



PMS 362

The entire logo must appear in black, gray, any uniform color or knock out white on a dark background. The flower and text may NOT be different colors, nor may the flower itself contain more than one color.



PMS 660



The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.

Always use approved artwork when reproducing the EPA identity. Available for download on the intranet at: [epa.gov/protrac](http://epa.gov/protrac)



Process Black at 70%



Process Black 100%



Knock out on a dark color



# Basic Elements · Incorrect EPA Logo Usage



## Incorrect Use

1. Never delete elements of the logo.
2. Never add elements to the logo.
3. Never distort the logo.
4. Never add a color to any element of the one-color logo.
5. Never blur or fade the logo.
6. Never incorporate other text into the logo.
7. Never change the typeface of the logo.
8. Never position the logo on a busy area of an image.
9. Never place an image over the logo.

## UNACCEPTABLE



## ACCEPTABLE

- U.S. EPA
- U.S. Environmental Protection Agency
- United States Environmental Protection Agency

## UNACCEPTABLE

- USEPA
- US EPA
- U.S.E.P.A.





# Basic Elements · EPA Seal Usage

ACCEPTABLE

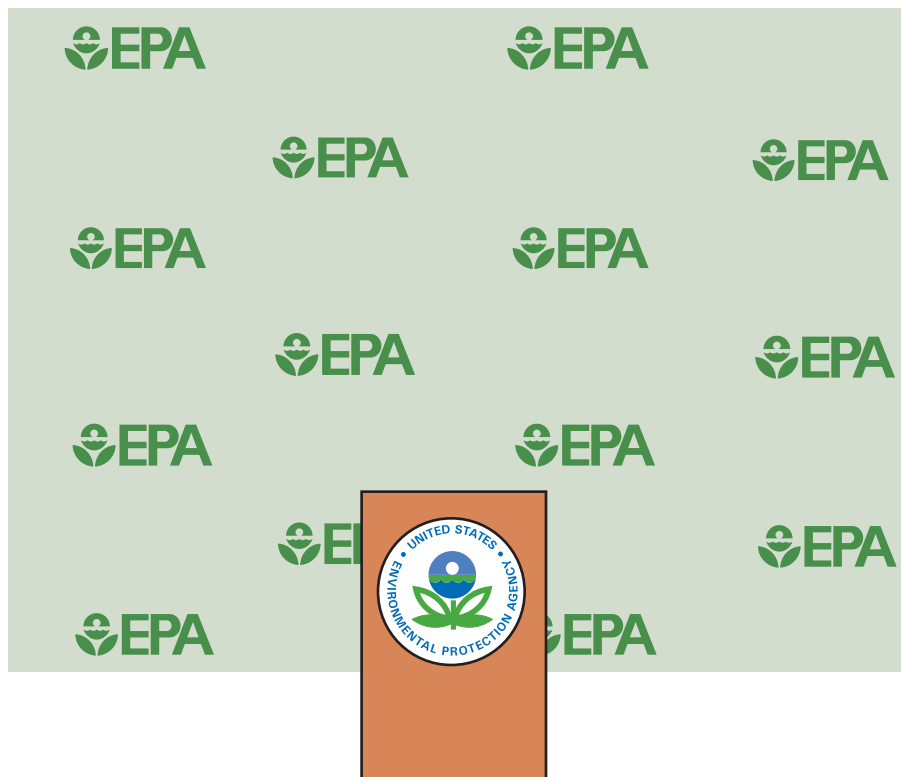


Per EPA Order 1015.2A, the EPA seal is reserved for official communication, flags, and building signs. For more information on the EPA logo and seal, go to EPA's Product Review Web site: [www.epa.gov/productreview](http://www.epa.gov/productreview).

The EPA logo has replaced the seal as the identifier on marketing and communication outreach. The seal is reserved for official communication for the Administrator's Office, legal and ceremonial use, speaker podiums, awards and plaques. Promotional outreach is not an award nor official communication and therefore may not use the seal.



SAMPLE WALLPAPER & PODIUM







# FEMA CONTRACT PROVISIONS



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## REQUIRED CONTRACT PROVISIONS

### 1. REMEDIES

- a. See C-700 Standard General Conditions Article 8.03 - Legal Relationships.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. See C-700 Standard General Conditions Article 16.02 - Owner May Terminate for Cause and Article 16.03 - Owner May Terminate for Convenience.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.



**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.





The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### 5. COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



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- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2)** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3)** Withholding for unpaid wages and liquidated damages. The Water Works and Sewer Board of the City of Dadeville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit



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Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Water Works and Sewer Board of the City of Dadeville and understands and agrees that the Water Works and Sewer Board of the City of Dadeville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

### Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



3. This certification is a material representation of fact relied upon by the Water Works and Sewer Board of the City of Dadeville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Water Works and Sewer Board of the City of Dadeville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**Required Certification.** Contractors must sign and submit to the non-federal entity the following certification.





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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## 11. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”



## RECOMMENDED CONTRACT PROVISIONS

### 1. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Water Works and Sewer Board of the City of Dadeville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the Water Works and Sewer Board of the City of Dadeville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 2. CHANGES

- a. See C-700 Standard General Conditions Article 11 – Changes to the Contract

### 3. DHS SEAL, LOGO, AND FLAGS

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

### 4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”



## 5. NO OBLIGATION BY FEDERAL GOVERNMENT

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

## 6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”





# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner certificates of insurance required in this contract.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **[3]** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement).

### 2.06 *Electronic Transmittals*

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

- D. *Requests by Contractor for Electronic Documents in Other Formats*
  - 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
  - 2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject



to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

- a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
  - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 Intent**

SC-3.01 Delete Paragraph 3.01.C in its entirety.

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

No suggested Supplementary Conditions in this Article.



**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
Not Applicable		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		<b>[Identify Technical Data]</b>

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
Not Applicable		<b>[Identify Technical Data]</b>

- 5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		<b>[Identify Technical Data]</b>





**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:

**Engineer: Goodwyn Mills Cawood, LLC**  
**2660 EastChase Lane, Suite 200**  
**Montgomery, AL 36117**

**Owner: Dadeville Water Works and Sewer Board**  
**826 East Columbus Street**  
**Dadeville, AL 36853**

- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers’ Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers’ Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory



<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Employer's Liability</b>	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.



- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$500,000
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.



<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$0
General Aggregate	\$0

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.
- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$0
General Aggregate	\$0

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor’s Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$0
Annual Aggregate	\$0

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

**[Insert additional specific requirements, commonly set by the railroad, here.]**





<b>Railroad Protective Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$0
Aggregate	\$0

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$0
General Aggregate	\$0

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
  - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
  - b. while in transit to the Site, including while at temporary storage sites;
  - c. while at the Site awaiting and during installation, erection, and testing;
  - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor’s interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.



## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

### 7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of **Alabama** and of cities and counties thereof on all materials to be incorporated into the Work.
  - 1. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
  - 2. Contractors will need to submit Application for Sales and Use Tax Certificate of Exemption (ST:EXC-01) to the Alabama Department of Revenue Sales and Use Tax Division to obtain tax exemption certificate.

## ARTICLE 8—OTHER WORK AT THE SITE

### 8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Contractor shall be required to coordinate appropriately pending timing of the various construction tasks.

## ARTICLE 9—OWNER’S RESPONSIBILITIES

### 9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

### 9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative



is not Engineer's consultant, agent, or employee. Owner's Site Representative will be identified at the pre-construction conference.

## **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

### **10.03 Resident Project Representative**

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *Liaison*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
  4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests:* Review Applications for Payment with Contractor.



7. *Completion*
  - a. Participate in Engineer's visits regarding Substantial Completion.
  - b. Assist in the preparation of a punch list of items to be completed or corrected.
  - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
  1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Authorize Owner to occupy the Project in whole or in part. Cost of Work; Allowances, Unit Price Work

#### **ARTICLE 11—CHANGES TO THE CONTRACT**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.





## **ARTICLE 15 - PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### *15.01 Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

### *15.03 Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

### *15.08 Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. ~~The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be [number] years after Substantial Completion.~~

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

### *Attorneys' Fees*

SC-17.02 For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration



panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**ARTICLE 18—MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.



**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Date Issued: \_\_\_\_\_ Effective Date of Work Change Directive: \_\_\_\_\_

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

**Notes to User—Check one or both of the following**

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



**CHANGE ORDER NO.: [Number of Change Order]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Owner \_\_\_\_\_ Approved by Funding Agency (if applicable) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**FIELD ORDER NO.: [Number of Field Order]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Date Issued: \_\_\_\_\_ Effective Date of Field Order: \_\_\_\_\_

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): \_\_\_\_\_

Drawing(s) / Details (s): \_\_\_\_\_

**Description:**

**[Description of the change to the Work]**

**Attachments:**

**[List documents supporting change]**

**Issued by Engineer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



TECHNICAL SPECIFICATIONS  
FOR  
HIGHWAY 280 LIFT STATION FLOOD DAMAGE  
REHABILITATION  
FOR THE  
DADEVILLE WATER WORKS & SEWR BOARD  
SRF PROJECT NO. CS010504-04  
FEMA PROJECT NO. 721766



*DADEVILLE  
WATER WORKS &  
SEWAGE BOARD*

GMC PROJECT NO. CMGM230079



SECTION 01 0300 – SPECIAL PROJECT PROVISIONS

PART 1 - GENERAL

1.1 GENERAL:

- A. The Contractor shall obtain any licenses and pay the building fees as required by the City of Dadeville, Tallapoosa County Commission or governing agency.
- B. In the event that bids exceed the funds available, the Owner reserves the right to exercise all or any combination of deleting sections or parts thereof to bring the construction cost within the funds available.
- C. All work shall be done in accordance with Owner's (Dadeville Water Works & Sewer Board), & Tallapoosa County Rules and Regulations, the latest ADEM and EPA guidelines, and the latest ALDOT standard specifications and guidelines (when working within the ALDOT ROW). The amount bid for this Contract shall include all costs related to erosion control procedures, compliance with all current OSHA regulations, and building construction permits.
- D. The work covered by this contract consists of furnishing all materials, labor, equipment, tools, supplies and appurtenances necessary for the construction and testing of potable water main and a composite elevated water storage tank and related appurtenances as shown on the plans, and as directed by the Engineer and Owner. All equipment, materials and methods of construction shall be subject to the approval of the Engineer. The Contractor shall comply with OSHA regulations on confined space entry, as published CFR on April 14, 1993.
- E. All Special Provisions as detailed herein are intended to amend and/or clarify the other Specifications as noted.
- F. **All excavation shall be bid on an unclassified basis. No extra payment will be made for required hand excavation to minimize the destruction of landscaping and vegetation that must remain or be replaced. No extra payment for removal of rock and other hard material will be made, and all costs for this type of work must be included in the amounts bid in the Proposal. No extra payment will be made for muck excavation or the removal of any wet, unstable, or unsuitable soil. Should any unsuitable soil be encountered, the Contractor is responsible for procuring suitable material for pipe trench backfill in those areas and all costs for this work must be included in the amounts bid in the Proposal. The Contractor is required to inspect the area to his satisfaction prior to turning in a Bid Proposal.**

1.2 GENERAL CONTRACTOR REQUIREMENTS:

- A. All Bidders shall be prepared to submit a satisfactory qualification and experience record, as outlined in this specification, at the request of the Owner.
- B. The Contractor shall have an adequate number of experienced personnel and available equipment to place on the project to successfully perform the work within the completion period.

- C. The Bidder shall have successfully completed construction of at least five (5) comparable projects similar in scope and size. Comparable projects should also include projects similar in nature.
- D. Subcontractors shall have no less than 5 years verifiable experience in their trade and no less than 5-years verifiable experience in their business enterprise contracting for work under this project. The type of work subcontracted for this project shall be the principal business of the Subcontractor.
- E. Superintendents and foremen, or other individual in the lead or supervisory position for any portion of the Work under this Contract shall have no less than 7-years verifiable experience in performing the type of work they are responsible for.
  - 1. The Contractor shall submit resumes of work and project experience for their Superintendent and foremen, as soon as possible and at least within five calendar days of receipt of the Contract to be executed for the Work, for review and acceptance by the Owner and Engineer.
- F. The Owner anticipates and desires to award the project shortly after the bid opening. Therefore, it is imperative that the Bidder be prepared to submit all required qualification information to the Engineer soon after the bid opening. The Bidder may submit this information with their bid.
- G. Applicants may not be deemed qualified if:
  - 1. The Applicant fails to submit an adequate Qualification Statement, including failing to provide all required documentation, when requested by the Engineer;
  - 2. The Applicant fails to meet the Technical and Corporate Experience Requirements;
  - 3. Reasonable grounds exist that Applicant is involved in collusion among other applicants.
  - 4. The Applicant, or any of its principals, is currently disbarred from bidding on public entity work in any State.
- H. Final determination of Applicant's qualification status rests solely with the Owner.
- I. QUALIFICATION STATEMENT: Bidders shall be prepared to submit the following information with the bid in order for the Owner to evaluate the Bidders' qualifications during the evaluation of the bids:
  - 1. Firm name, address, number, contact.
  - 2. Legal form of business (Corp, etc.) and date started.
  - 3. Name of parent company, sister company, etc.
  - 4. List name and residence (City and State) of all officers, owners, partners and principals. Identify relationship of each to the firm and if active in the firm.
  - 5. Current State of Alabama Contractor's License – License Number, Bid Limit, Classification.
  - 6. Provide a statement that Applicant has not defaulted on a project nor failed to complete a project within the past ten years. If this is not the case, explain and provide project contact information.
  - 7. Provide a statement that Applicant has not filed for bankruptcy or been judged bankrupt at any time over the past nine years. If this is not the case, explain. Provide a document signed and notarized by a Company officer.

8. Provide a statement that Applicant has not been involved in liquidated damages in the past five years. If this is not the case, explain and provide contact information.
9. Provide a list of all projects under contract over the last five years, with a construction contract amount in excess of \$200,000.
10. Provide a statement that the Applicant has never abandoned a project, even temporarily, during a dispute. If this is not the case, please explain and provide contact information.
11. Provide a statement whether Applicant has or has not been involved in litigation as a plaintiff against an Owner, Design Firm or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests, in the past five years. If Applicant has, explain and provide contact information. List any lawsuits or administrative actions to which the Applicant is currently a party or has been a party (either as a plaintiff or defendant) during the past ten years. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an Owner or other. Identify the project giving rise to the suit or administrative action, explain the basis of the claim, and whether a settlement was reached or a judgment entered into for or against the Applicant or the Applicant's bonding company or insurance company.
12. Provide a statement that the Applicant, as well as all of its affiliated companies, is not involved in any dispute, formal claim, or litigation with the Owner, nor any authority or organization with which the Owner has a vested interest. If this is not the case, please explain.
13. List all other projects currently under contract in the United States, the current contract amounts and scheduled completion dates.
14. State percentage of contract amount that bidder will perform with its own forces.
15. List possible subcontractors that may be utilized on the project and the work each subcontractor will perform.
16. In reference to the Similar Projects in Paragraph 1.2.D, provide the following complete description of each project, with Owner, Engineer and Contractor's project manager/superintendent information; the date completed; bid amount and final contract amount, with change order amounts and explanation; contract completion period versus actual completion time and explanation; any claims, disputes or litigation by or against the Contractor.
17. List all lift station / electrical improvement projects completed within the past two years with a brief project description and Owner contact information.
18. List all current lift station / electrical improvement projects and the Owner contact information for each.
19. Provide a list of project staff including superintendents or foreman and provide a statement of the number of complete crews assigned to the Project.
20. Provide the following information regarding completion of past work:
  - a. Within the last five years, has your firm failed to complete any work awarded to it? (If Yes, attach a written explanation.)

- b. Within the last five years, has applicant been involved in liquidated damages or has a claim prepared by an attorney or claims consultants, excluding routine change orders? (If Yes, attach a written explanation.)
- c. Within the last five years, has applicant been involved in litigation against Owner or Engineering firms? (If Yes, attach a written explanation.)
- d. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or Owners? (If Yes, attach a written explanation.)

**1.3 TIME FOR COMPLETION OF WORK:**

- A. The Contractor may proceed to award the sub-contracts, assemble materials, etc., at any time after award of Contract and Notice to Proceed with Work is given. For purposes of liquidated damages, the Contractor's official time for construction to start on work shall be the date of Notice to Proceed with Work, and completion of same shall be within the number of consecutive calendar days indicated in the Contract Documents.
- B. Acceptance of the completed Work of this Contract will be at a single date after all work is completed, and not in Phases.
- C. Nothing in the Contract Documents shall permit or be construed to permit payment to the Contractor for any extended overhead or profit due to completion of the project extending beyond the Contractual completion date. In no event shall the Owner or Engineer be liable to the Contractor for damage due to any delay to any portion of the work of this Contract.
- D. Delays due to inclement weather will not be considered on this project with the exception of a tropical event.

**1.4 CONTRACTOR'S USE AND LIMITATIONS OF THE SITE:**

- A. The Contractor shall limit the number of vehicles on the job site by shuttling work crews. No excessive construction equipment will be allowed.
- B. The Contractor shall take the necessary precautions to ensure that no part of the existing public works (streets, storm drains and other utilities) is damaged as a result of his operations. Any damage that does occur shall be promptly repaired by the Contractor at his expense. The Owner urges the Contractor to use rubber tired equipment when operation on paved roadways in order to prevent damage to the asphalt. The Contractor may use a layer of heavy neoprene to protect the roadway.
- C. In the event that a hurricane or tropical storm approaches the area, the Contractor shall secure all equipment, move all materials and prepare the construction site accordingly.
- D. The Contractor shall return all areas to pre-construction condition upon completion of work, at a minimum.

**1.5 CONSTRUCTION SCHEDULE AND INSTALLATION PLAN:**

- A. In addition to the construction schedule requirements stated in General and Supplemental General Conditions, the Contractor shall prepare a detailed installation plan for the work for approval by the Engineer and shall submit the plan to the Engineer for review prior to the preconstruction conference.
- B. The Contractor's Installation Plan must consider the following criteria:



1. Subsurface geotechnical conditions
  2. Connection to existing utilities.
  3. Environmental impacts of construction activities.
  4. Existing utilities and infrastructure and business operations.
- C. Upon award of the project, the Contractor shall work with the Owner and Engineer to have the contracts executed immediately.

**ACCEPTABLE INCLEMENT WEATHER DAYS:**

- A. Delays due to rain will be considered, only if the number of rain days is in excess of the average of days with precipitation of 0.01 inch or more for a city within a 100 mile radius of the project’s location. This information can be found at [www.climate-zone.com](http://www.climate-zone.com).
- B. If the radius overlaps with a nearby city, then the city with the shortest radius from the project location shall be used.
- C. If the project location does not fall within a 100 mile radius, the following schedule shall be used as the default.

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
11	9	10	8	8	9	12	9	8	6	8	10

- D. If admissible rain delay days occur, inclement weather delays may also be applicable. Inclement weather may include, in addition to rain delay days, “dry-out” days at a rate no greater than 1 make-up day for each day or consecutive days of precipitation that total 1.0 inch or more.
- E. On-site records of daily rain and/or temperature readings shall kept by the Contractor and may be accepted to verify weather and/or temperature variations which prevent earthwork, foundation and slabs, and/or roofing materials installation. The Owner’s field representative will also be required to maintain on-site records of daily rain and/or temperature.
- F. Cold Weather concreting shall be per ACI 306. The contractor shall have a calibrated thermometer on site which is logged by the inspector and contractor prior to any concrete pours during cold weather.
- G. Notice of inclement weather delay days must be submitted by the Contractor to the Owner’s field representative for review on the first day of every month.

**1.6 MOBILIZATION, GENERAL CONDITIONS, FEES, PERMITS:**

- A. Included in the Proposal is a pay item to cover all cost related to mobilizing, obtaining permits, license, bonds and insurance for this project. The Contractor shall include in the amount bid for this item all costs related to providing bonds, insurance, and other security, permits and permitting costs as required under this contract. The bidder shall limit this pay item to no more than three percent (3%) of the total base bid. Any additional cost related to this item shall be included in the other various bid items.
- B. The Contractor is required to obtain all city / county licenses, building permits, and fees from the appropriate regulatory bodies. The Contractor is responsible for all fees associated with hauling off and proper disposal of all debris and construction spoils.

**1.7 PROTECTION OF WORK, PROPERTY AND PERSONS:**

- A. The Contractor shall thoroughly document the existing condition of all structures, landscaping and improvements in all areas where the construction work may result in actual damage or in damage claims. All costs associated with photographs, videotapes and other similar documentation shall be included in the bid prices. The method of providing this documentation of existing conditions shall be acceptable to the Engineer, and a complete set of the documentation shall be available to the Owner and the Engineer to help settle any disputes which may arise concerning what work is required to return property to its original condition or concerning property damage.

**1.8 TRAFFIC CONTROL:**

- A. It shall be the responsibility of the Contractor for all traffic control along any portion of the project. Where required, all necessary flagmen, traffic cones and drums, and traffic control plans shall be in place on both City roads and State Highways to meet the governing department's specifications.
- B. The Traffic Control Plan shall be in conformance with the Latest Edition of the Manual on Uniform Traffic Control Devices. In the event that actual physical conditions warrant additional traffic control devices, they shall be installed in conformance with the M.U.T.C.D. as directed by the Alabama Department of Transportation District Engineer. If applicable, the Contractor shall adhere to all conditions of the ALDOT Utility Permit issued for the project and shall have a copy on site at all times.

**1.9 SUBSURFACE GEOTECHNICAL INVESTIGATION:**

- A. A subsurface geotechnical investigation has NOT been performed. The Contractor is responsible for verifying subsurface conditions in areas of the project as required to complete the proposed improvements. Any additional subsurface investigation required by the Contractor shall be included in the various bid prices.

**1.10 OBSTRUCTIONS AND EXISTING UTILITIES:**

- A. The Contractor is cautioned that several underground utilities exist within the existing Right-of-Way along the project site. These utilities may include gas, water, sewer and telephone. Some utilities may not be shown on the plans. The Contractor shall be responsible for locating and protecting all existing utilities, whether shown on the plans or not.
- B. All existing utilities and structures shown on the plans are for reference only. The Contractor is responsible for verifying all locations prior to beginning work.
- C. All costs associated with locating existing utilities and working around them shall be included in the total price bid. The Contractor shall conduct a thorough and complete investigation to determine the exact location of all existing utilities before beginning work. It is imperative that the Contractor determine the horizontal and vertical location of utilities in advance in order for adjustments to be made to the existing utilities. If at any time the existing utilities come in conflict with the proposed work (i.e. proposed line intersects an existing utility), all work in that area shall stop and the Contractor and/or his agent shall notify the Engineer immediately. Neither the Contractor nor his agents shall take it upon themselves to adjust or relocate existing utilities.
- D. The Contractor is to use extreme care in protection of all utilities and drainage structures throughout the work process.
- E. It shall be the Contractor's responsibility to contact utility companies 48 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility

company.

- F. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.11 OWNER'S INFRASTRUCTURE AND CONNECTIONS TO EXISTING SYSTEM:

- A. The Contractor shall closely coordinate all work with the Owner and the Contractor shall, under no circumstances, stop operation of any existing utility without giving notice to the Owner.
- B. The Contractor shall closely coordinate with the Owner their schedule for disrupting service to existing customers.

1.12 OPEN CUTTING ASPHALT, STREETS, DRIVEWAYS:

- A. Should any driveways or streets be needed to be open cut, the trench shall be properly backfilled and tamped as specified elsewhere. A temporary asphalt patch, if needed, may be required if the permanent asphalt patch is not placed within a few weeks. As a minimum the Contractor will temporarily backfill with material that will provide a solid surface for vehicular traffic. Loose sand will not suffice. The pavement patch installation and build-up shall be as specified in the asphalt patch detail in the Drawings.
- B. Steel plates may also be utilized as a temporary measure to cover the patch.

1.13 EROSION CONTROL MEASURES:

- A. The Contractor shall include in the lump sum bid price, "Erosion Control Measures", silt fences, erosion eels, wattles, rip rap spillways, etc. in locations shown on the plans as well as areas deemed necessary in the field in order to control storm water run-off.
- B. The Contractor shall be responsible for compliance with all Federal and State regulations and statutes as relating to storm water permitting, erosion control and compliance with a BMP plan.

1.14 WARRANTIES:

- A. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the Owner.
- B. The manufacturer's warranty period shall run concurrently with the Contractors warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for all the equipment specified.

1.15 ALLOWANCE – STORMWATER PERMIT:

- A. An ADEM NPDES Storm Water Permit has been acquired by the Owner. An "Allowance – Stormwater Permit" Bid Item in the Bid Proposal is a lump sum cash allowance to cover all cost associated with transfer of the permit, development of the "Construction Best Management Practices" (CBMP) Plan, required inspections, and termination of the permit. The Contractor will only be reimbursed for what is billed during the duration of the original contract period. If the

Contractor does not complete the project by the original completion date, the Contractor shall be responsible for all inspection costs beyond the original completion date.

- B. The Contractor shall contact Will Thrasher at Goodwyn Mills Cawood, LLC (334-271-3200) for coordination of this work. Invoices for this work shall be submitted with the monthly pay request for payment. Any funds remaining in the allowance will be credited to the Owner with a final summary change order during project closeout.
- C. The Contractor will be responsible for any fines resulting from insufficient and/or unmaintained BMP's.
- D. The Contractor shall include in the lump sum bid price, "Erosion Control Measures", silt fences, erosion eels, wattles, rip rap spillways, etc. in locations shown on the plans as well as areas deemed necessary in the field in order to control storm water run-off.
- E. The Contractor shall be responsible for compliance with all Federal and State regulations and statutes as relating to storm water permitting, erosion control and compliance with a BMP plan. The Contractor shall also be responsible for any fines resulting from inadequate erosion measures.

1.16 CONSTRUCTION SURVEY ALLOWANCE:

- A. A lump sum cash allowance of \$10,000 is given in the Bid Form to cover initial construction survey/stakeout to be provided by the Engineer. This includes providing One (1) benchmark, stakeout of the property corners, stakeout of the BPS. Any additional survey/stakeout is the responsibility of the Contractor and will not be paid for under this Allowance.
- B. The Contractor shall contact Scott Campbell at Goodwyn Mills Cawood, LLC (334-271-3200) for scheduling this work.

1.17 CONSTRUCTION MATERIALS TESTING ALLOWANCE:

- F. A lump sum cash allowance of \$7,500 is given in the Bid Form for required material and concrete testing to be performed during construction.
- G. Goodwyn Mills Cawood, LLC will perform the required testing to ensure project requirements are met. Contact Andrew Fuller at (334) 271-3200 for coordination of this work.

1.18 OWNER'S CONTINGENCY ALLOWANCE:

- A. A lump sum cash allowance is given in the Bid Proposal to cover additions and/or changes in the work that may arise during construction. Items included under this allowance shall first be approved by the Owner and Engineer prior to completing the work. Any funds remaining in this allowance will be credited to the Owner with a final summary change order during project closeout.

1.19 PLANS & SPECIFICATIONS:

- A. The Contractor will be furnished with three (3) complete sets of Drawings and Project Manuals. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids.

1.20 CONCLUSION:

- A. The preceding specifications, together with the plans are intended to provide the Owner with a complete and workable system for the amounts bid in the Proposal. These prices shall therefore include all minor items which are not specified in detail but which would normally be provided.
- B. The foregoing clause is intended to cover minor items. Any bidder or manufacturer of equipment who should discover a major omission in the plans and specifications is requested to so notify the Engineer before bids are received in order that a suitable addendum may be issued.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION 01 0300

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SECTION 01 1000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

A. The following provides a brief summary of work described within the contract, but is not intended to have any force or effect upon the actual contract documents themselves. Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

1. The Work of the Contract generally consist of:

a. Lift Station Rehabilitation and Electrical Improvements and related appurtenances in the City of Dadeville, Alabama.

1.2 PROJECT/WORK IDENTIFICATION:

A. General: Project name is “HIGHWAY 280 LIFT STATION FLOOD DAMAGE REHABILITATION” as shown on the Contract Documents prepared by Goodwyn Mills Cawood, LLC, dated January 2024.

B. Contract Documents indicate the Work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include but are not necessarily limited to the following.

1. Existing site conditions and restrictions on use of the site.

2. Erosion control, and construction sequencing.

3. Lift Station Rehabilitation and Electrical Imp.

C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, (if any), Technical Specification Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.

1.3 PLANS AND SPECIFICATIONS:

A. The awarded Contractor will be furnished with three (3) complete sets of plans and specifications. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids. PRODUCTS – (Not Used)

PART 2 - EXECUTION – (Not Used)

END OF SECTION 01 1000

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## SECTION 01 2000 – PAYMENT PROCEDURES

### PART 1 – GENERAL

#### 1.1 SUMMARY:

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreements between the Owner and Contractor.
- C. The prices set forth in the Bid Form will become the basis for all Applications for Payment.
- D. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the Final Application for Payment involve additional requirements.

#### 1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.3 SCHEDULE OF VALUES:

- A. The Schedule of Values shall match the items on the Bid Form.

#### 1.4 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as recommended by the Engineer and paid for by Owner.
- B. Payment Application Times: Unless otherwise specified in the General Conditions or the Supplementary Conditions, the Contractor shall submit the Application for Payment to the Engineer after the 25<sup>th</sup> of each month. The period covered by each Application for Payment shall be determined during the Preconstruction Conference, but at a minimum shall be one month.
- C. Payment Application Forms: The Contractor shall prepare an Application for Payment acceptable to the Owner and Engineer.
  - 1. Unless otherwise specified in the General Conditions or Supplementary Conditions, use forms similar to Engineers Joint Contract Documents Committee (EJCDC) Form C-620.
  - 2. The Application for Payment shall include a certification stating that payment has been made for invoiced materials in previous Application for Payment. This shall begin with the second Application for Payment. The Contractor shall also submit continuation sheets with each Application for Payment.

- D. Application Preparation: Complete all entries on the Application for Payment. The Application shall be executed by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values. If schedule has changed, resubmit revised schedule prior to Application for Payment.
  - 2. Include amounts of Change Orders issued before last day of construction period covered by application.
- E. The Contractor shall review the application for payment with the Owner's project representative prior to submitting to Engineer.
- F. Transmittal: Submit the number of signed original copies of each Application for Payment to Engineer agreed on during the Preconstruction Conference (a minimum of 4 if not specified) by a method ensuring receipt within 24 hours.

**1.5 INITIAL APPLICATION FOR PAYMENT:**

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Contractor's Construction Schedule (preliminary if not final).
  - 3. Schedule of Values
  - 4. Submittals Schedule (preliminary if not final).
  - 5. List of Contractor's staff assignments.
  - 6. List of Contractor's principal consultants.
  - 7. Copies of building permit (if applicable).
  - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 9. Report of preconstruction conference.
  - 10. Certificates of insurance and insurance policies.
  - 11. Performance and payment bonds.
  - 12. Transfer of NPDES Permit into the Contractor's name.

**1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:**

- A. After the issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- B. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of Work.
- C. Administrative actions and submittals that shall precede or coincide with this application include:
  - 1. Warranties (guarantees) and maintenance agreements
  - 2. Final cleaning
  - 3. Application for reduction of retainage
  - 4. List of incomplete Work, recognized as exceptions to the Certificate of Substantial Completion.

1.7 FINAL PAYMENT APPLICATION:

- A. Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. Consent of Surety to Final Payment
  - 5. Affidavit of Notice of Completion Advertisement from newspaper
  - 6. Contractor's Affidavit – Release of Waiver of Claim
  - 7. Final, liquidated damages settlement statement (if required).
  - 8. Final M/WBE Report (if required).
  - 9. Final closeout requirements and deliverables specified in Section 01 7000 Contract Closeout.
  
- B. Final payment will not be authorized until these documents have been properly completed and all deficiencies noted at the final inspection have been corrected and approved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2000

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## SECTION 01 2100 – ALLOWANCES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
  - 5. Testing and inspecting allowances.

#### 1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
  - 1. Divisions 02 – 33

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified by Engineer.

- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP SUM, UNIT-COST, AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. At Project closeout, credit unused amounts remaining in these allowances to Owner by Change Order.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs; and overhead and profit margins in accordance with General Conditions of this Project.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

**1.9 UNUSED MATERIALS**

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Engineer, prepare unused material for storage by when it is not economically practical to return the material for credit. If directed by Engineer, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.2 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.3 SCHEDULE OF ALLOWANCES**

- A. The following allowances shall be included in Contract Sum in accordance with the allowance type described above. Should the below allowances not be shown on the project proposal, the Contractor shall include them in the total bid cost.

Allowance Item No.	Description	Allowance Type	Amount
17	Owner's Contingency	Lump Sum	\$25,000.00

END OF SECTION 01 2100

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SECTION 01 2600 – CHANGES IN WORK

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Change Orders will be issued for any item of Work defined as “Extra Work” that is to be performed by the Contractor and for any significant increase or decrease in quantities included in the Contract. Change Orders shall be on a form prescribed by the Owner and shall be subject to approval by the Owner.
- C. The Contractor shall submit the name of the individual authorized to receive Change Order Documents, and be responsible for informing others in the Contractor’s employ.
- D. The Contractor shall promptly execute changes in Work upon receipt of Authorized Change Orders.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.3 MINOR CHANGES IN THE WORK:

- A. ENGINEER will advise the Contractor of minor changes in the Work which in his judgement do not involve an adjustment of Contract Price or Contract Time as authorized by the General Conditions by issuing a Field Order on EJCDC Document C-942.

1.4 PROPOSAL REQUESTS:

- A. Request for changes in Contract Time for both OWNER initiated proposals and CONTRACTOR initiated proposals shall be considered if the CONTRACTOR can clearly demonstrate that the changes will affect the critical path of the overall project.
- B. OWNER-Initiated Proposal Requests: ENGINEER will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
3. Request for Proposal (RFP) Form will be issued by ENGINEER.
- C. CONTRACTOR-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, CONTRACTOR may propose changes by submitting a request for a change to ENGINEER.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated CONTRACTOR'S Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- D. CONTRACTOR'S Proposal for Change Form: CONTRACTOR'S proposals shall be submitted to the ENGINEER with a detailed breakdown of all price items.

1.5 ALLOWANCES:

- A. Payment for work under a "Contingency Allowance" bid item, if included in the Bid Form, shall be authorized by a Work Change Directive and shall be subject to approval by the Owner.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or CONTRACTOR'S handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Work Change Directive authorizing work to proceed. OWNER will reject claims submitted later than 21 days after such authorization.
  1. Do not include CONTRACTOR'S or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to CONTRACTOR'S indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES:

- A. On OWNER'S approval of a Proposal Request, ENGINEER will issue a Change Order for signatures of OWNER and CONTRACTOR on EJCDC Document C-941.

1.7 CONSTRUCTION CHANGE DIRECTIVE:

- A. Work Change Directive: ENGINEER may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 2600

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**SECTION 01 3010 - PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.

**1.2 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.3 COORDINATION:**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to insure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for OWNER and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to insure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings
  - 6. Pre-installation conferences.
  - 7. Startup and adjustment of systems.
  - 8. Project closeout activities.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other contractors.

1.5 PROJECT MEETINGS:

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify OWNER and ENGINEER of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including OWNER and ENGINEER, within one (1) week of the meeting.
- B. Preconstruction Conference: OWNER/ENGINEER shall schedule a preconstruction conference before starting construction, at a time and place convenient to OWNER, CONTRACTOR, and ENGINEER, but no later than twenty (20) days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress of the project.
- C. Progress Meetings: Conduct progress meetings at monthly intervals (unless changed during Preconstruction Meeting).
  - 1. Attendees: In addition to representatives of OWNER and ENGINEER, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.

- 4) Deliveries.
- 5) Access.
- 6) Site utilization.
- 7) Temporary facilities and controls.
- 8) Work hours.
- 9) Hazards and risks.
- 10) Progress cleaning.
- 11) Quality and work standards.
- 12) Status of correction of deficient items.
- 13) Field observations.
- 14) Requests for interpretations (RFIs).
- 15) Status of proposal requests.
- 16) Pending changes.
- 17) Status of Change Orders.
- 18) Pending claims and disputes.
- 19) Documentation of information for payment requests.

D. Coordination Meetings: Conduct Project coordination meetings prior to any major facility shutdown, tie-ins or major equipment startup. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: In addition to representatives of OWNER and ENGINEER, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Interface requirements.
  - b. Sequence of operations.
  - c. Status of submittals.
  - d. Deliveries.
  - e. Access.
  - f. Site utilization.
  - g. Temporary facilities and controls.
  - h. Work hours.

- i. Hazards and risks.
  - j. Quality and work standards.
  - k. Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3010



**SECTION 01 3216 – CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
  - 3. Field condition reports.
  - 4. Special reports.

**1.2 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.3 SUBMITTALS:**

- A. Submittals Schedule: Arrange the following information in a tabular format:
- B. Scheduled date for first submittal.
- C. Specification Section number and title.
- D. Description of the Work covered.
  - 1. Contractor's Construction Schedule: Submit three (3) opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
  - 2. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.
- E. Special Reports: Submit two (2) copies at time of unusual event.

**1.4 COORDINATION:**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE:**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### **2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL:**

- A. Time Frame: Extend schedule from date established the Notice to Proceed to date of Final Completion.
- B. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:
  1. Major Equipment Deliveries
  2. Shutdowns and Tie-ins

### **2.3 SPECIAL REPORTS:**

- A. General: Submit special reports directly to ENGINEER within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise ENGINEER and Owner in advance when these events are known or predictable.

**PART 3 - EXECUTION**

**3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE:**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to ENGINEER, OWNER, and other parties identified by CONTRACTOR with a need-to-know responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3216

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SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Verification of Submitted Material: Verify field measurements, field construction criteria, catalog numbers, and similar data, including those by subcontractors, prior to submission.
  - 1. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
  - 2. By approving and submitting shop drawings, samples, or other product data, Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data. Further the Contractor represents that he has checked and coordinated submittals with the requirements of the project and of the Contract Documents.
- C. Deviations: Notify the Engineer, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents, and submit written justification of the proposed deviations in letter form as an attachment to the appropriate submittal.
- D. Begin no work that requires submittals until return of submittals with Engineer's stamp and initials or signature indicating "No Exceptions Taken", "Make Corrections Noted", or "Note Markings".
- E. Project work, materials, fabrication, and installation shall conform to the final reviewed and returned submittal.

1.2 DEFINITIONS:

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

**PART 2 - PRODUCTS**

**2.1 ACTION SUBMITTALS:**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. All hard copy submittals shall be sent via US Postal Service, UPS, FedEx, etc. to the following address:
  - Goodwyn, Mills & Cawood, Inc.
  - Attn: Andrea Hodges
  - 2660 EastChase Lane, Suite 200
  - Montgomery, Alabama 36117
- C. All digital submittals shall be emailed to [andrea.hodges@gmcnetwork.com](mailto:andrea.hodges@gmcnetwork.com).
- D. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.

5. Number of Copies: The Contractor shall submit to the Engineer enough copies for his/her use plus three (3) additional copies for the Engineer to distribute to the Owner and the Owner's Field Representative.
- E. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shop-work manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
    - m. Relationship to adjoining construction clearly indicated.
    - n. Seal and signature of professional engineer if specified.
    - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 x 11 inches but no larger than 24 x 36 inches.
- F. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source
    - d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of the Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit 3 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Engineer will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of samples: Submit one Sample to be retained at the Project site.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

## **PART 3 - EXECUTION**

### **3.1 SUBMITTAL PROCEDURES:**

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- C. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- D. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.



- E. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- F. Submittals Schedule: Make all submittals far enough in advance of scheduled dates for installation so as to provide time for reviews, securing necessary approvals, possible revision and resubmittal, and placing orders and securing delivery.
- G. For each submittal for review, allow 14 days excluding delivery time to and from Contractor.
- H. Resubmittal Review: Allow the same amount of days for review of each resubmittal as for the initial review.
- I. Sequential Review: Where sequential review of submittals by Engineer, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- J. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- K. Submittal Identification numbering system: The Contractor shall utilize and shop drawing submittal identification numbering system in the following manner:
  - 1. Each submittal shall be sequentially numbered beginning with one (1) through the last submittal number. Re-submittals shall list the prior submittal number followed by “R” and the revision number.
  - 2. The next six (6) to nine (9) digits shall be the applicable Specification section number.
  - 3. The next submittal identification shall be the submittal title.
  - 4. A typical submittal number would be as follows:
    - a. “10-330565 – Utility Vault Access Hatch” – Initial submittal
    - b. “10R1-330565 – Utility Vault Access Hatch” – First re-submittal
  - 5. Requests for Information (RFIs) shall utilize the identification numbering system as shop drawings except RFIs will have a separate sequential numbering system.
- L. Identification: Place a cover page or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on cover page or title block.
  - 2. Submittal identification number.
  - 3. Provide a space to record Contractor’s review and approval markings and action taken by Engineer.
  - 4. Include the following information on stamp for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and Address of Contractor.

- e. Name of manufacturer.
  - f. Other necessary identification.
- M. When revised for resubmission, identify changes made since previous submission.
- N. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Resubmit submittals until they are marked:
    - a. “No Exceptions Taken”
    - b. “Make Corrections Noted”
    - c. “Note Markings”
- O. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- P. Use for Construction: Use only final submittals with mark indicating action taken by ENGINEER as noted above.
- Q. Submittals not requested will not be recognized nor processed.
- R. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

END OF SECTION 01 3300

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES:

- A. Quality Control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

#### 1.2 QUALITY CONTROL:

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

#### 1.3 TOLERANCES:

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

1.4 REFERENCES:

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of the Contract except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING:

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by the Contract Documents.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS:

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.

1.7 TESTING AND INSPECTION SERVICES:

- A. Owner will employ services of an independent firm to perform testing and inspection if required. Contractor shall pay for services from cash allowances.
- B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- C. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- D. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- E. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  - 6. Perform additional tests required by Engineer.
  - 7. Attend preconstruction meetings and progress meetings.
- F. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results.
- G. Limits on Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES:

- A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and

balancing of equipment, commissioning, and decommissioning as applicable, and to initiate instructions when necessary.

- B. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 01 4000

SECTION 01 7000 – CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Substantial Completion
- B. Final Inspection
- C. Re-inspection Fees
- D. Contractor's Closeout Submittals To Engineer
- E. Final Adjustment of Accounts
- F. Final Application for Payment
- G. Final cleaning
- H. Adjusting
- I. Operations and Maintenance Data
- J. Spare parts and maintenance Products
- K. Maintenance service

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 SUBSTANTIAL COMPLETION:

- A. When the Contractor considers the Work as substantially completed, he shall submit to the Engineer:
  - 1. A written notice that the Work or designated portion thereof, is substantially complete.
  - 2. A list of items to be corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not Substantially Complete:
  - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.

3. The Engineer will re-inspect the Work.

D. When the Engineer finds that the Work is Substantially Complete, he will:

1. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a defined Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.4 FINAL INSPECTION:

A. When the Contractor considers the Work to be complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. Work is completed and ready for final inspections.

B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the contractor in writing, listing the incomplete or defective work.
2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
3. The Engineer will re-inspect the Work.

D. When the Engineer finds that the Work is acceptable under the Contract documents, he shall request the Contractor to make close-out submittals.

1.5 REINSPECTION FEES:

A. Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor the Owner will compensate the Engineer for such additional services.



- B. The Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.6 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

- A. Prior to Final Payment, the Contractor shall submit the following:
  - 1. Evidence of compliance with requirements of governing authorities.
  - 2. Project Record Documents: To requirements of Section 01 7839.
  - 3. Evidence of Payment and Release of Liens: To requirements of General Conditions.
  - 4. Certificate of Insurance for Products and Completed Operations.
  - 5. Contractor's Affidavit of Release and Waiver of Claim.
  - 6. Tabulation of all subcontractor invoices.
  - 7. Written guarantees and warranties.
  - 8. Photographs and digital files.
  - 9. Affidavit of Notice of Completion Advertisement from newspaper.

1.7 FINAL ADJUSTMENT OF ACCOUNTS:

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum.
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected or incomplete work.
    - e. Penalties and bonuses.
    - f. Deductions for liquidated damages.
    - g. Deductions for re-inspection payments.
    - h. Extended engineering and / or inspections services and inspection overtime.
    - i. Excessive shop drawings review cost by the Engineer.
    - j. Other adjustments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 FINAL APPLICATION FOR PAYMENT:

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements state in the conditions of the Contract.

1.9 FINAL CLEANING:

A. Execute final cleaning prior to final project assessment.

B. Clean site; sweep paved areas, rake clean landscaped surfaces.

C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.10 ADJUSTING:

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS:

A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.

B. Deliver to site; obtain receipt prior to final payment.

1.12 MAINTENANCE SERVICE:

A. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.

B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 7000



## SECTION 01 7839 – PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY:

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record drawings.
  - 2. Record specifications.
  - 3. Record product data.
  - 4. Miscellaneous record submittals.

#### 1.3 CLOSEOUT SUBMITTALS:

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Final Submittal:
      - 1) Submit one paper-copy set of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS:

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued. Contractor shall maintain a set of marked up prints on the job site for review prior to pay request approval.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether

- individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an acceptable drawing technique.
    - 1) Locations shall be indicated by GPS or survey coordinates, bearings and distances, or distance measurements from at least three (3) fixed objects which are shown on the plans and will not be affected by Construction such as hydrants, edges of pavement, signs, valves, pins, building corners, etc.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
  - e. Cross- reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Locations and depths of above and belowground pipeline fittings and appurtenances.
  - f. Location of Anode beds for cathodic protection.
  - g. Locations, depths, and dimensions of vaults, and manholes.
  - h. Distance measurements along finished grade from main to meter, meter to meter, hydrant nut to valve, and valve to main for water projects, and wye to clean out, for sewer projects.
  - i. Revisions to routing of piping and conduits.
  - j. Revisions to electrical circuitry.
  - k. Actual equipment locations.
  - l. Duct size and routing.
  - m. Locations of concealed internal utilities.
  - n. Changes made by Change Order or Work Change Directive.
  - o. Changes made following Engineer's written orders.
  - p. Details not on the original Contract Drawings.
  - q. Field records for variable and concealed conditions.
  - r. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Engineer.
  - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS:

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
  1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE:

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 01 7839

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SECTION 03 2000 – ANCHORAGE IN CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

- A. This section includes the requirements for cast-in-place, mechanical, and adhesive anchors for concrete.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
  - 1. Section 03 3000 – Cast-In-Place Concrete
  - 2. Division 26 – Electrical
  - 3. Division 46 – Water Equipment

1.3 SUBMITTALS:

- A. Submit product information to the Engineer for approval in accordance with Section 01 3300.

PART 2 - PRODUCTS

2.1 WEDGE TYPE ANCHORS:

- A. Anchors shall feature a stainless-steel split expansion ring; a threaded stud body; and integral cone expander, nut and washer.
- B. Anchor bodies smaller than 3/4 inch, excluding countersunk anchors, shall be made from AISI 316 and shall have the following minimum bolt fracture loads:

Anchor Diameter (in.)	Minimum Fracture Load (lb)
1/4	2,900
3/8	7,200
1/2	12,400
5/8	21,900

2.2 Anchor bodies 3/4 inch and larger, and all stainless-steel post nut anchor bodies, shall be made from AISI 316 stainless steel and shall have the following minimum mechanical properties:

Anchor Diameter (in.)	Min. Tensile Strength (ksi)	Min. Yield Strength (ksi)
≤5/8	90	76
≥3/4	76	64

- A. All nuts shall meet the dimensional requirements of ASTM F 594.
- B. Washers shall meet the dimensional requirements of ANSI B18.22.1, Type A, plain.
- C. Expansion sleeve for anchors shall be made from AISI 316. All nuts and washers shall be made from AISI 316.
- D. Anchor size and depth shall be as shown on drawings.
- E. Manufacturers:
  - 1. Trubolt as manufactured by ITW-Redhead, Inc.
  - 2. Kwik Bolt 3 as manufactured by Hilti, Inc.
  - 3. Or equal

2.3 ADHESIVE ANCHOR SYSTEM:

- A. Adhesive anchor system shall consist of an injectable two-part epoxy.
- B. Application system shall be in accordance with manufacturer's recommendations. System shall keep the two components separated until application of product directly into drilled hole.
- C. System shall thoroughly blend the two parts by means of a static mixer nozzle.
- D. Injection adhesive shall be formulated to include resin and hardener to provide optimal curing speed as well as high strength and stiffness.
- E. Anchor rods shall be as shown on drawings or as specified in other sections of these specifications.
  - 1. Anchor rods shall be furnished with chamfered ends so that either end will accept a nut and washer.
  - 2. Alternately, anchor rods shall be furnished with a 45° chisel point on one end to allow for easy insertion into the adhesive-filled hole.
- F. Nuts and washers shall be provided for anchor rods in the same material as the anchor rod.
- G. Manufactures
  - 1. HIT RE 500 Epoxy Adhesive Anchor as manufactured by Hilti, Inc.

2. G5 Adhesive Anchoring System as manufactured by ITW-Redhead, Inc.
3. Or equal

2.4 CAST-IN-PLACE ANCHORS BOLTS:

- A. Cast-in-place anchors shall be made of corrosion resistant material in accordance with the dimensions shown on drawings.
  1. As a minimum, provide ASTM F1554 Grade 36 steel cast-in-place anchors.
  2. If anchor bolt size is not shown on drawings, Contractor shall provide anchors capable of providing four (4) times the load applied to the bolt.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Layout anchors before drilling into concrete to ensure proper placement. Following manufacturer's recommendation for spacing of anchors. Notify Engineer of conflicts between existing conditions and requirements by manufacturer.
- B. Install anchors per manufacturer's recommendations.
- C. Embedment length shall be per manufacturer's recommendations for load conditions.
- D. Check all equipment anchors after equipment has operated. Retighten any loose anchors.

END OF SECTION 03 2000



SECTION 03 3000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 03 2000 – Anchorage in Concrete
  - 2. Division 31 – Earthwork

1.2 DEFINITIONS:

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete manufacturer.
    - d. Concrete Subcontractor.
    - e. Special concrete finish Subcontractor.
  - 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, vapor-retarder installation, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness concrete repair procedures, and concrete protection.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - 1. Location of construction joints is subject to approval of the Engineer.
- E. Samples: For color finishes, normal weight aggregates, fiber reinforcement, reglets, waterstops, vapor retarder/barrier, and form liners.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - 5. Waterstops.
  - 6. Curing compounds.
  - 7. Floor and slab treatments.
  - 8. Bonding agents.
  - 9. Adhesives.
  - 10. Vapor retarders.
  - 11. Semi-rigid joint filler.
  - 12. Joint-filler strips.
  - 13. Repair materials.
- C. Material Test Reports: From a qualified testing agency.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer. Placing drawings indicating fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joints or reveals, location and pattern of form tie placement, and other items that affect exposed concrete visually.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- F. Field quality-control reports.
- G. Minutes of preinstallation conference.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
  1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: Acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
  2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

#### 1.8 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 °F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain average concrete temperature below 90 °F at time of placement. Maximum concrete temperature at time of placement shall be 95 °F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

**PART 2 - PRODUCTS**

**2.1 CONCRETE, GENERAL**

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301.
2. ACI 117.
3. ACI 350.
4. ACI 308.

**2.2 FORM-FACING MATERIALS**

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
  - a. High-density overlay, Class 1 or better.
  - b. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
3. Overlaid Finnish birch plywood.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.



- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.
- E. Void (Carton) Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- H. Form-Release Agent: Commercially formulated (maximum VOC content of 350 mg/L) form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- I. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

### 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Bar Mats: ASTM A 184, fabricated from ASTM A 615, Grade 60, deformed bars, assembled with clips.
- C. Plain-Steel Wire: ASTM A 1064, as drawn.
- D. Deformed-Steel Wire: ASTM A 1064.
- E. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets.
- F. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064, flat sheet.
- G. Galvanized-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from galvanized-steel wire into flat sheets.

**2.4 REINFORCEMENT ACCESSORIES**

- A. Joint Dowel Bars: ASTM A 615, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Zinc Repair Material: ASTM A 780.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
  - 2. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

**2.5 CONCRETE MATERIALS**

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
  - 1. Portland Cement: ASTM C 150, Type I or Type II.
    - a. The cement shall be low alkali, less than 0.60 percent. All cement used in concrete that will be in contact with wastewater shall have a tricalcium aluminate ( $\text{Ca}_3\text{Al}_2\text{O}_6$ ) content of less than 8 percent.
    - b. Use one brand of cement throughout the Project unless otherwise acceptable to the Engineer.
  - 2. Fly Ash: ASTM C 618, Class F or C.
- C. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials. Normal weight river gravel and natural sand are acceptable for use as aggregate materials in concrete. All normal weight aggregates shall conform to ASTM C33.
  - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
- D. Lightweight Aggregate: ASTM C 330, 1-inch-nominal maximum aggregate size.
- E. Air-Entraining Admixture: ASTM C 260.

- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494, Type A.
  - 2. Retarding Admixture: ASTM C 494, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
  
- G. Water: ASTM C 94 and potable.

## 2.6 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.
  
- B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.

## 2.7 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints, factory fabricated corners, intersections, and directional changes.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Sika Greenstreak
    - b. Williams Products, Inc.
    - c. JP Specialties, Inc.
    - d. Or approved equal.
  
  - 2. Profile: Ribbed with center bulb and/or Ribbed without center bulb.
  - 3. Dimensions: 6 inches by 3/8 inch thick; nontapered.
  
- B. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints, factory fabricated corners, intersections, and directional changes.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BoMetals, Inc.
    - b. Sika Greenstreak.
    - c. JP Specialties, Inc.
    - d. Or approved equal.

2. Profile: Ribbed with center bulb and/or Ribbed without center bulb.
  3. Dimensions: 6 inches by 3/8 inch thick; nontapered.
- C. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Barrier-Bac; Intoplast Group, Ltd.
    - b. JP Specialties, Inc.
    - c. Sika Greenstreak.
    - d. Or approved equal.
- D. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Adeka Ultra Seal/OCM, Inc.
    - b. Sika Greenstreak.
    - c. Or approved equal.

## 2.8 VAPOR RETARDERS

- A. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 8 mils thick.

## 2.9 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Euclid Chemical Company (The); an RPM company.
    - c. Kaufman Products, Inc.
    - d. Sika Corporation.
    - e. SpecChem, LLC.
    - f. Or approved equal.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Euclid Chemical Company (The); an RPM company.
    - c. W. R. Meadows, Inc.
    - d. Or approved equal.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Euclid Chemical Company (The); an RPM company.
    - c. L&M Construction Chemicals, Inc.
    - d. TK Products.
    - e. Or approved equal.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Dayton Superior.
    - c. Euclid Chemical Company (The); an RPM company.
    - d. L&M Construction Chemicals, Inc.
    - e. W. R. Meadows, Inc.
    - f. Or approved equal.
- H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Dayton Superior.

- c. Euclid Chemical Company (The); an RPM company.
  - d. L&M Construction Chemicals, Inc.
  - e. W. R. Meadows, Inc.
  - f. Or approved equal.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Dayton Superior.
    - b. Euclid Chemical Company (The); an RPM company.
    - c. L&M Construction Chemicals, Inc.
    - d. W. R. Meadows, Inc.
    - e. Or approved equal.

#### 2.10 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 according to ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. Types I and II, nonload bearing or Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.022-inch-thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

#### 2.11 REPAIR MATERIALS

- A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109.

## 2.12 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  1. Fly Ash: 25 percent.
  2. Combined Fly Ash and Pozzolan: 25 percent.
  3. Slag Cement: 50 percent.
  4. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
  5. Silica Fume: 10 percent.
  6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
  7. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.10 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

## 2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Normal-weight concrete.

1. Minimum Compressive Strength: -As indicated in Structural General Notes at 28 days.
  2. Maximum W/C Ratio: 0.55.
  3. Slump Limit: 3 inches. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
  4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
  5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- B. Foundation Walls: Normal-weight concrete.
1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
  2. Maximum W/C Ratio: 0.50
  3. Slump Limit: 3 inches. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture plus or minus 1 inch.
  4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
  5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- C. Slabs-on-Grade: Normal-weight concrete.
1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
  2. Maximum W/C Ratio: 0.50
  3. Minimum Cementitious Materials Content: 470 lb/cu. yd.
  4. Slump Limit: 3 inches, plus or minus 1 inch.
  5. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
  6. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  7. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
  8. Maximum W/C Ratio: 0.50.
- D. Suspended Slabs: Normal-weight concrete.
1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
  2. Maximum W/C Ratio: 0.50.
  3. Minimum Cementitious Materials Content: 470 lb/cu. yd.
  4. Slump Limit: 3 inches, plus or minus 1 inch.
  5. Air Content: 4 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
  6. Air Content: -4.5 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  7. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
  8. Maximum W/C Ratio: 0.50.
- E. Water Retaining Structures.



1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Minimum Cementitious Materials Content: 535 lb/cu. yd.
4. Slump Limit: 4 inches, plus or minus 1 inch.
5. Air Content: 4.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
6. Air Content: 4.5 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

F. Concrete Toppings: Normal-weight concrete.

1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
2. Minimum Cementitious Materials Content: 600 lb/cu. yd.
3. Slump Limit: 3 inches, plus or minus 1 inch.
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
5. Air Content: Do not allow air content of trowel-finished toppings to exceed 3 percent.
6. Steel-Fiber Reinforcement: Add to concrete mixture, according to manufacturer's written instructions, at a rate of 50 lb/cu. yd.
7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.

G. Building Frame Members: Normal-weight concrete.

1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
2. Maximum W/C Ratio: 0.50.
3. Slump Limit: 4 inches. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 4.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

H. Building Walls: Normal-weight concrete.

1. Minimum Compressive Strength: As indicated in Structural General Notes at 28 days.
2. Maximum W/C Ratio: 0.50.
3. Slump Limit: 4 inches. 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

2.14 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.15 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 °F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 °F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 °F for 48 hours after placing concrete with a 72 hour pour back for adjacent pours. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

### 3.4 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
  - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

### 3.5 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

### 3.6 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
  - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  - 5. Space vertical joints in walls as indicated on Contractor's submitted and approved construction joint layout. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete as soon as cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
  - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

**3.8 WATERSTOP INSTALLATION**

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricated joints in waterstops according to manufacturer's written instructions.

**3.9 CONCRETE PLACEMENT**

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

**3.10 FINISHING FORMED SURFACES**

- A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- C. Smooth Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
  - 1. Perform no later than one day after form removal.
  - 2. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
  - 3. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
  - 4. Apply smooth rubbed finish to the top of exposed concrete walls and the outside exposed face to 1' below grade on all new concrete structures and new concrete additions.
- D. Grout Cleaned Finish: Provide grout-cleaned finish on scheduled concrete surfaces that have received smooth-formed finish treatment.
  - 1. Combine 1 part Portland cement to 1-1/2 parts fine sand by volume, complying with ASTM C144 or ASTM C404, and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement in amounts determined by trial patches so that final color of dry grout will match adjacent surfaces.
  - 2. Thoroughly wet concrete surfaces, apply grout to coat surfaces, and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

**3.11 FINISHING FLOORS AND SLABS**

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.
1. After placing slabs, finish surface to tolerances of F(F) 15 (floor flatness) and F(L) 13 (floor levelness) measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.
- C. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.
1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances of F(F) 18 (floor flatness) and F(L) 15 (floor levelness) measured according to ASTM E 1155. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- D. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.
1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances of F(F) 20 (floor flatness) and F(L) 17 (floor levelness) measured according to ASTM E 1155. Grind smooth any surface defects that would telegraph through applied floor covering system.
- E. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.
- F. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.
- G. Nonslip Aggregate Finish: Apply nonslip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and where indicated.
1. After completing float finishing and before starting trowel finish, uniformly spread 25 lb of dampened nonslip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with



surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as specified.

2. After curing, lightly work surface with a steel wire brush or an abrasive stone, and water to expose nonslip aggregate.

### 3.12 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations:
  1. Coordinate sizes and locations of concrete bases with actual equipment provided.
  2. Construct concrete bases 6 inches high unless otherwise indicated, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
  3. Minimum Compressive Strength: 4000 psi at 28 days.
  4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
  5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
  6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.
- E. Pipe penetrations: Provide pipe sleeves or collars wherever pipe penetrations of walls or slabs are required.

### 3.13 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 301 and ACI 306.1 for cold-weather protection and ACI 301 and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing

operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Required for all water retaining structures. Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
  - 3. Curing Compound: For non-liquid retaining structures and floors only. Comply with ASTM C171. Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies in writing that the curing compound does not interfere with bonding of floor covering used on Project.
  - 4. Curing and Sealing Compound: For non-liquid retaining structures and floors only. Comply with ASTM C171. Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application.

Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

**3.14 JOINT FILLING**

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least three (3) month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semi-rigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

**3.15 CONCRETE SURFACE REPAIRS**

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that

- penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish blending with adjacent finished concrete. Cure in same manner as adjacent concrete.
  6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a-qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
1. Steel reinforcement placement.
  2. Steel reinforcement welding.
  3. Headed bolts and studs.
  4. Concrete placement, including conveying and depositing.
  5. Curing procedures and maintenance of curing temperature.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 °F and below or 80 °F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31.
  - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
  - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
  - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency

may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Engineer.

12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

- E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing for laboratory and office buildings.
- F. For floors required for sloping, the slope must be within 1/16" tolerances of that required in the plans.

### 3.17 PROTECTION OF LIQUID FLOOR TREATMENTS

- A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

### 3.18 WET TESTING

#### A. General

1. All new, water-retaining concrete structures shall be tested for water-tightness by the testing procedure described below and in accordance with ACI 350.1.
2. All testing work shall be performed by the Contractor in the presence of the Engineer. The Engineer shall be notified at least five (5) days in advance of the time at which testing will be performed.

#### B. Testing Water

1. Water for wet testing shall be furnished by the Contractor. The source of the water must be approved by the Engineer prior to filling of the structure. As a general rule, plant effluent water is acceptable for use as testing water; however, this must be confirmed by the Engineer.
2. Once testing is complete, testing water shall be disposed of in a manner acceptable to the Engineer and, unless otherwise permitted by the Engineer, shall not be allowed to enter other parts of the system.

#### C. Test Equipment

1. All temporary equipment needed for wet testing must be provided by the Contractor (e.g. connections between the structure to be tested and the water source, pumping equipment, metering devices, pressure or vacuum gauges, temporary flanges, valves, bulkheads, bracing, blocking, and other equipment that may be necessary to perform the testing).
2. All temporary equipment shall be removed upon satisfactory completion of wet testing.

#### D. Test Preparation

1. Unless otherwise specified, wet testing shall be performed after installation of pipe sleeves and before placement of backfill, cleaning, disinfection, installation of process equipment, or any other activities that would hinder visual inspection of the structure during the test.
2. Exposed concrete surfaces of the structure (including the floor) shall be cleaned of all foreign material and debris prior to the test. Standing water in or outside the structure that would interfere with the observation of the exposed concrete surfaces of the structure shall be removed. The concrete surfaces and concrete joints shall be thoroughly inspected for potential points of leakage, and those areas shall be repaired prior to filling the structure with water.
3. Adjacent structures having common walls shall be tested individually at different times to allow examination of the dividing walls for leaks.
4. Pipe connections or openings to structures, if not provided with drip tight valves, shall be temporarily plugged during testing. Where slide gates, sluice gates or similar devices are located, the Contractor shall provide bulkheads or the means to make them drip tight, and shall measure any leakage.
5. Filling of the structure shall not begin before the designed compressive strength of all concrete elements of the structure has been reached or before fourteen (14) days after all concrete walls or base slabs have been placed.

**E. Test Procedure**

1. Soaking Period: Fill the unlined concrete structure to 1 foot above the maximum operating water surface level and maintain that water level for a minimum of 72 hours, to minimize absorption of water into the concrete during testing. Identify and repair all visible leaks during the soaking period.
2. Testing Period: At the end of this soaking period, once all leaks have been repaired and the water level brought back to the required elevation, the testing period shall begin. Mark the water level with a weight suspended from a string and measure its elevation with a surveyor's level. Allow the structure to sit for a minimum of 48 hours. Following this period, identify and repair all visible leaks. Record and submit to the Engineer measurements of the water level at the beginning and end of the testing period.
3. Evaporation/Precipitation: During the testing period, suspend a bucket or pan in the structure and fill it halfway with testing water. Record and submit to the Engineer measurements of the water level at the beginning and end of the testing period, for use in accounting for any evaporation and precipitation that may have occurred during testing.

**F. Leakage**

1. Leakage requiring repair shall be defined as any moisture on the exterior surface of the structure, ranging from damp spots to dripping or trickling to shooting streams of water. All visible leakage is to be repaired even if magnitude is within allowable leakage.
2. Allowable leakage: For unlined tanks with a side-water depth of 25 feet or less, the net loss of water volume (including evaporation/precipitation) shall not exceed 0.1 percent in 24 hours.

**G. Test Conclusion**

1. If the leakage observed during testing (including evaporation/precipitation) is less than the allowable leakage, the structure shall be considered sufficiently water-tight. If it is

greater than allowable, the structure shall be drained, necessary repairs shall be made, and the structure shall be re-tested.

END OF SECTION 03 3000



SECTION 26 00 00 - ELECTRICAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Work under this item of the Contract shall include the furnishing of all labor, material, equipment, supplies, and services necessary to construct and install the complete electrical systems, including exterior and interior of buildings as shown on the drawings and specified herein.
- B. The Contractor shall base his proposal on the materials specified herein and on the drawings. Reference to a particular product by the manufacturer, trade name, or catalog number establishes the quality standards of materials and equipment required for this installation and is not intended to exclude products equal in quality and similar in design. Where two or more designations are listed, choice shall be optional with the Contractor. The Engineer reserves the sole right to decide the equality of materials proposed for use in lieu of those specified.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 CODES, PERMITS, AND INSPECTIONS

- A. Comply with applicable laws of the community, with latest edition of NEC where not in conflict with those laws, and with the service rules of the local utility company. Obtain and pay for all permits required. After completion of the work, submit certificate of final inspection and approval from the local electrical inspector, certifying that the installation complies with all regulations governing same.

1.4 DRAWINGS AND SPECIFICATIONS

- A. Consider as complementary each to the other. What is called for by one shall be as binding as if called for by both. Where conflicts occur, secure clarification from Engineer in advance of bidding; otherwise provide the more expensive quality or quantity. Follow figures in preference to scale dimensions; verify all dimensions and existing conditions.

1.5 CONFLICTS, COORDINATION AND CHANGES

- A. In the event that interferences or conflicts develop, the Engineer shall decide which equipment shall be relocated regardless of which was first installed. In the interest of avoiding such conflicts, the electrical sub-contractor who is using common space such as mechanical rooms, chases, ceiling space, etc., shall coordinate his work with all other trades and other parts of his

own work. If, during this coordination, it is discovered that necessary or desirable changes should be made, advise the Engineer and secure his decision in writing.

## 1.6 SUBMITTALS

- A. The Electrical Contractor shall submit five copies of a list of items proposed for use. The Electrical Contractor shall also submit five copies of catalog data and shop drawings on proposed substitutions and on panelboards, exhaust fans, transformers, motor control centers, switchboards, light fixtures, electric heaters, safety switches, surge suppressors, lightning arrestors, etc. Where substitutions alter the design or space requirements, the Electrical Contractor shall defray all items of cost for the revised design and construction including costs of all allied trades involved.
- B. The Electrical Contractor shall include in his submittals layout drawings of all electrical rooms, layout drawings of all common space rooms, and/or layout drawings of all backboards or any other space where electrical equipment is mounted showing that he has taken into account other trades that may share this space.
- C. Record Drawings: Provide, and in such detail as required.
- D. Operations and Maintenance Manuals: Provide, and in such detail as required.

## 1.7 WARRANTY

- A. Warrant the entire electrical system in proper working order. Replace, without additional charge, all work or material which may develop defects (ordinary wear and tear or damage resulting from improper handling excepted) within a period of one year from date of final acceptance.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. All materials shall be new and shall be listed as approved by the Underwriter's Laboratories, Inc. in every case where a standard has been established for the particular type of material in question. All work shall be executed in workmanlike manner and shall present a neat and mechanical appearance when completed.

### 2.2 ELECTRICAL SERVICE

- A. General: Coordinate with Utility Company and the owner. Provide all material and labor not supplied by Utility Company so as to produce a complete installation meeting the Utility regulations. The Electrical Contractor shall be responsible for including all fees associated with bringing power to this site in their original bid per the allowance noted in the front end documents of these specifications. A copy of the bill showing the cost to provide the electrical service shall be given to the owner for verification of the cost.

- B. Characteristics of Service: Existing 120/240V, 60Hz, 1 phase, 3 wire, with a ground.
- C. Metering: Obtain from Utility Company.
- D. Main Service Equipment: Install as per the Riser Diagram and per the Utility Company's regulations. Coordinate any increase or decrease in transformer size with utility.
- E. Service Feeder: Install as per the Riser Diagram and per the Utility Company's regulations. Coordinate any increase or decrease in transformer size with utility.
- F. Transformer: Coordinate with Utility for correct size of service transformer and transformer pad prior to installation connection. Coordinate any increase or decrease in transformer size with utility.

### **PART 3 - EXECUTION**

#### **3.1 VISIT TO SITE**

- A. Before submitting a bid, visit the site and ascertain all existing conditions. Make such adjustments in work as are required by the actual conditions encountered.

#### **3.2 CUTTING AND CHASING**

- A. Where possible all work shall be built in as the job progresses. Where this is not possible, secure approval and do necessary cutting, chasing, etc. required. Do not cut through any structural members without securing approval in advance; such holes shall be neatly cut or drilled – not chipped.

#### **3.3 TRENCHING AND BACKFILLING**

- A. Do all excavating necessary for installation of work; backfill trenches and excavations after work has been installed and inspected. Backfill within the building and under paved areas shall meet compaction requirements and fill material shall be pit run gravel or similar granular material.

#### **3.4 ELECTRICAL SERVICE INSTALLATION**

- A. Project Conditions: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated.
- B. Notify Project Manager and Owner no fewer than seven days in advance of proposed interruption of electrical service.
- C. Indicate method of providing temporary electrical service.

- D. Do not proceed with interruption of electrical service without Project Manager's written permission.

**3.5 SALVAGE MATERIAL**

- A. All metals and devices removed from the project that can be returned for scrap shall be the property of the owner. Owner shall have first right of refusal on all items that are to be demolished, removed or scrapped from the project. Contractor shall provide a list of such items in written form to the owner. Prior to the contractor salvaging any material for his own gain, the contractor shall obtain written approval from the owner.

END OF SECTION 26 00 00

**SECTION 26 04 44A - DUPLEX PUMP STATION CONTROL PANEL**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section includes the requirements for the Duplex PS Control Panel.

**1.2 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
  - 1. Section 260526
  - 2. Section 260553
  - 3. Section 260519

**1.3 SUBMITTALS**

- A. Submit the following information in accordance with Section 013300, Section 017820:
  - 1. Shop Drawings showing layout and dimensions
  - 2. Product Data
  - 3. Installation Instructions
  - 4. O&M Manuals

**PART 2 - PRODUCTS**

**2.1 DUPLEX PUMP CONTROL PANEL**

- A. Each pump control panel shall be housed in a NEMA 4X cabinet with maximum width of 36", back panel and hinged inner-door, and mounting tabs for mounting to galvanized equipment mounting frame. The pump control panel shall be suitable as service entrance use- S.E. label. All components shall have a UL label for purpose intended and the panel shall be UL listed in compliance with UL508A. The panel shall also be constructed in accordance with NFPA 70E. Heat generated by all equipment shall be accounted for and **Air-conditioning supplied, compliant with N4X rating**, so as not to exceed 40 degree C ambient operating temperature. Panel Supplier shall submit heat load calculations and ventilation requirement calculations for verification by Engineer. Cabinets by Schaefer, Hoffman, Rittal or equal. Air conditioner by Cosmotec, or engineer approved equal.
- B. A 2-pole, 22kAIC, main circuit breaker for the incoming feed to the control panel shall be provided. Shall be Square D, Siemens, or equal.

- C. A power distribution block shall be installed to accept three feeds in a range of #14-4/0 incoming line conductors. The distribution side shall have a minimum of 6 branches with a range of #14-#4/0. Square D Class 9080 LB series or equal by Bussman or Phoenix Contact.
- D. A main circuit breaker for each starter shall be sized for motor being supplied 2 pole 22 kAIC. Circuit breakers shall be manufactured by Siemens, SquareD or Cutler-Hammer and shall be equipped with set screw type box lugs on both ends.
- E. A main circuit breaker shall be provided, 30A, 2P, for feed to panel mounted, N4X, 5kVA isolation transformer for 120/240 low voltage loads. This transformer shall feed the power panel (located in the control panel) below.
- F. A control power panel Siemens # I 1224 ML 1 125 CU back plate complete with ground bar and neutral bar connected to the control power transformer. The control power panel shall be equipped with one (1) 30 Amp 2 pole main breaker and the following feeder circuit breakers:
  - 1. Two (2) Siemens #QP120 breakers for the following: equipment rack receptacle, hoist receptacle
  - 2. Seven (7) Siemens # QP110 breakers for the following: level controller, site light, control panel maintenance receptacle, control circuit, space heater, and two (2) spares for future use
  - 3. One (1) #QP115 15 Amp 1 pole for the air-conditioning unit.
- G. Each control device shall be connected to its respective breaker with #14 AWG conductors, unless otherwise noted on the plans. See riser diagram for area light conductor requirements. The back panel shall be mounted so that the circuit breakers extend through the inner door of the pump control panel. Each circuit shall be numbered and identified with a nameplate. A typed directory shall be laminated and mounted to the inside of the outer door.
- H. A green run pilot shall be provided for each pump. Siemens #52PE4C3, 30mm type, as well as, a red motor failure pilot, an amber pump seal failure pilot for each pump. Also, provide a blue "Hi-Hi" level pilot, and a white normal power on pilot, or equal by SquareD or Cutler-Hammer.
- I. A strobe light mounted on the top of the pump station enclosure shall be an Edwards #48FIN series weather-proof type shall activate if the following occurs:
  - 1. Pump #1 Fails
  - 2. Pump #1 Seal Leaks
  - 3. Pump #2 Fails
  - 4. Pump #2 Seal Leaks
  - 5. High Level Alarm
- J. A hand-off-automatic switch for each pump shall be provided on the inner door. Siemens #52SXBAB / 2-52BAK or equal complete with all contact blocks required or equal by SquareD or Cutler-Hammer.

- K. The control relays required shall be Siemens #3TX 71 plug-in type with socket base with number of poles and contacts as required to perform functions desired or equal by SquareD or Cutler-Hammer.
- L. A space heater with thermostat shall be furnished to prevent moisture from accumulating in the control panel and connected to the control power panel. Rating shall not exceed 200 watts at 120V.
- M. All control and power conductors from each component shall terminate in numbered terminal blocks equal to Siemens #8WA2, SquareD or Cutler-Hammer with box lugs sized as required din rail mounted. A point-to-point number wiring diagram shall be supplied showing internal and remote interconnections with each control panel in a seal pouch inside each unit. All wiring to be numbered at both terminations and a descriptive list made of the numbered terminations shall be supplied.
- N. A phase failure relay shall be installed to monitor the power to the panel. Loss of phase shall signal loss of phase and phase sequence monitoring reversal signal to the controller and stop the pumps from running. The relay shall be Siemens #3UG30-13-1BP60 series or approved equal by SquareD or Cutler-Hammer.
- O. An elapsed time meter for each pump motor shall be provided on the inner/door. The flush mounted gasketed hour meter shall provide runtime indication up to 99,999.9 hours. The display shall have a 4.8mm x 10.6mm 6 digit LCD display 120 volt. The unit shall be ENM, Omron, Honeywell or Eaton complete with all mounting hardware.
- P. Starters: Variable Frequency Drive Motor Controller by Square D, Allen Bradley, Delta, or Engineer approved equal. Controller shall be capable of accepting 240V single phase input and converting to 240V three phase output, oversized as required. See specification 26 29 23 for more Variable Frequency Drive requirements.
- Q. A Ground Fault 15 Amp, 120V receptacle P&S #1594 shall be mounted on the inner door for maintenance purposes and connected to the control power panel.
- R. A seal fail and temperature Relay furnished by Pump Manufacturer, or approved equal manufacturer, shall be installed and wired per manufacturers' instructions for each pump in the control panel. The pump control panel shall be equipped to terminate the operation of any pump due to a high motor winding temperature, or the presence of moisture in the motor housing. Should either of these events occur, the respective motor starter shall drop out and a mechanical indicator, visible on the inner door, will indicate the pump motor has been shutdown. Pump motors shall remain locked out until the condition has been corrected and the circuit manually reset. Automatic reset of protection circuitry is not considered acceptable.
- S. Liquid Level Control System Panel
  - 1. An automatic level control system shall be provided to start and stop the pump motors in response to sensed changes in wet well level(s), as set forth herein. The controller shall be capable of sensing wet well level via a 4-20 mA input from a level transducer, shown on the plans, and be capable of controlling the number of pumps shown on the plans. The controller shall be capable of alternating the pumps to equalize run times, selecting which pumps are available to run based on wet well level, and limit the number of pumps running

to prevent damage to the pipe system. The anticipated sequence of operation shall be as follows:

- A. Normal system operation shall be to start the lead pump when the liquid level rises to the “Lo” start level. The pump motor shall be energized and the water pumped down to a “Lo-Lo” stop level, after which the lead and lag pump position shall be switched via the controller/alternator relay. This level will be backed up with a low level float switch as shown on the plans.
  - B. Should the lead pump not be able to keep up with the incoming flow rate and the water level in the wet well continues to rise, the controller shall turn on the lag pump when the liquid reaches the “Hi” level. The pump shall continue to run until the “Lo-Lo” stop level is reached after which the lead and lag pump position shall be switched via the controller/alternator relay.
2. Additionally, a set point shall be provided to detect a “high level” condition in the wet well, and an external alarm light shall be energized whenever this level is reached. Alarm indication shall remain energized until manually reset. This level shall be backed up with a high level float switch as shown on the plans.
  3. Also, any level in the wet well below the “common pump stop” level shall cause a deactivation of the pumps. This level shall be backed up with a low level float switch as shown on the plans.
  4. The controller shall be a Primex PC3000 controller or engineer approved equal.
- T. Submersible Level Sensor
1. The liquid level of the wet well shall be sensed by a submersible level transducer. The transducer shall be a 3-wire type to operate from a supply voltage of 10.5 to 24 VDC and produce a 4-20 mA instrumentation signal in direct proportion to the measured level excursion over a factory-calibrated range of as directed by the Engineer or as indicated on plans. The transducer shall be the head-pressure sensing type, suitable for continuous submergence and operation, and shall be installed in accordance with the manufacturer's instructions. The bottom diaphragm face of the sensor shall be installed as shown on the process plans. The sensor shall be mounted using a vertical 1" stainless steel pipe in a location as shown on the Plans. 316 stainless steel pipe mounting clamps shall be provided by the manufacturer to suspend and fix the transducer in the proper position as shown on the Plans. The transducer shall be FMX21 series by Endress & Hauser, equal by KPSI, or Engineer Approved Equal.
  2. The transducer housing shall be fabricated of type 316 stainless steel. The diaphragm shall be a 2-5/8" diameter molded Buna N synthetic rubber. The internal pressure to the lower transducer assembly shall be relieved to atmospheric pressure by means of a heavy-duty urethane jacketed hose/cable assembly and a slack PVC bellows mounted in the control panel enclosure. This breather system shall compensate for variations in barometric pressure and expansion and contraction of air due to temperature changes and altitude as well as prevent fouling from moisture and other corrosive elements. The Electronics and Breather System shall be mounted in a separate enclosure with a hazardous location boundary seal between the enclosure and the Pump Control Panel enclosure.
  3. The transducer shall utilize a variable-capacitance transducer element to convert the sensed pressure to a corresponding electrical value. The sensed media shall exert pressure



against the diaphragm which shall flex minutely to vary the proximity between an internal ceramic diaphragm and a ceramic substrate which shall vary the capacitance of an electrical field created between the two surfaces. A stable, hybrid, operational amplifier assembly shall be incorporated in the transducer to excite and demodulate the sensing mechanism. The transducer shall incorporate laser-trimmed, temperature compensated high quality components and construction to provide a precise, reliable, and stable output signal directly proportional to the sensed pressure over the specified factory-calibrated range.

4. The transducer/transmitter shall include easily accessible offset and span adjustments in the upper assembly. Span shall be adjustable from 100% down to 15% of the sensor range. Fine and coarse adjustments for both span and offset shall be provided, using 25-turn potentiometers. Offset and span adjustments shall be non-interactive for ease of calibration.

**U. Float Switches**

1. A total of four (4) float switches for each wet well will be provided with each pump control panel. Each with adequate cable to reach the panel without splicing. Switches shall be the direct-acting type, designed and constructed for extremely long life in severe applications. Each switch shall contain a single pole mercury switch in the normally open position, which shall close when the switch body is tilted. Switches shall be epoxy encapsulated, and the level sensors shall be impact and corrosion resistant.
2. The switch housing shall be fabricated of 316 stainless steel, and shall be provided with a Teflon coating to reduce the buildup of grease and other materials. #14/3 AWG Hypalon-jacketed Type SO cable shall be provided with each float switch, of the length as noted above. Cable shall have a minimum of 105 strands of copper in each conductor for maximum flexibility. A green ground wire shall also be included in the cable for each float switch, and shall be connected to the ground terminals in the pump control panel. Float switch contacts shall be rated for 20 amps @ 120VAC.
3. Each float switch shall be provided with the necessary hardware to be securely mounted on a 1/8" diameter 316 stainless steel mounting cable. A suitable weight kit shall be attached to the bottom of the float switch suspension cable to secure both the cable and the float in the wet well, and to prevent excessive movement. The float switch connection hardware shall be adjustable to allow repositioning in the wet well as required. The entire float assembly (weight, support cable, and all switches) shall be easily removed from the wet well for inspection, cleaning, or adjustment as required. Mounting hardware shall be included for installation of the float switches on the support cable assembly.
4. Float switches shall be Model P40NO-SST, manufactured by Anchor Scientific, Inc. or approved equal as manufactured by Consolidated Electric. A suitable support bracket shall be provided with the wet well access cover, for securing the switch support cable to the top of the wet well. The bracket shall be fabricated of 304 stainless steel.

**V. Intrinsically Safe Barrier**

1. All level sensing devices (i.e. transducer, float switch, etc.) shall be provided with an intrinsically safe barrier to prevent potentially hazardous voltages from being introduced into the wet well. It shall not hinder the sensing function of the sensing device in any way.

**PART 3 EXECUTION**

3.1           INSTALLATION

- A.   Install Duplex Control Panel in accordance with manufacturer's recommendation and as shown on drawings.

END OF SECTION 260444A

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Copper building wire rated 600 V or less.
- 2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

- 1. Section 26 05 23 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.
- 2. Section 27 15 13 "Communications Copper Horizontal Cabling" for twisted pair cabling used for data circuits.

1.3 DEFINITIONS

- A. PV: Photovoltaic.
- B. RoHS: Restriction of Hazardous Substances.
- C. VFC: Variable-frequency controller.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer's authorized service representative.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Belden Inc.
  - 2. General Cable Technologies Corporation.
  - 3. Okonite Company (The).
  - 4. Southwire Company.
  - 5. Or Approved Equal.
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type NM: Comply with UL 83 and UL 719.
  - 2. Type RHW-2: Comply with UL 44.
  - 3. Type SE: Comply with UL 854.
  - 4. Type TC-ER: Comply with NEMA WC 70/ICEA S-95-658 and UL 1277.
  - 5. Type THHN and Type THWN-2: Comply with UL 83.
  - 6. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
  - 7. Type UF: Comply with UL 83 and UL 493.
  - 8. Type XHHW-2: Comply with UL 44.
- F. Shield:
  - 1. Type TC-ER: Cable designed for use with VFCs, with oversized crosslinked polyethylene insulation, dual spirally wrapped copper tape shields and three bare symmetrically applied ground wires, and sunlight- and oil-resistant outer PVC jacket.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. 3M Electrical Products.
  - 2. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 4. TE Connectivity Ltd.
  - 5. Thomas & Betts Corporation; A Member of the ABB Group.
  - 6. Or Approved Equal.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.
- E. VFC Output Circuits Cable: Extra-flexible stranded for all sizes.
- F. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.
- G. PV Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

- E. Feeders Installed below Raised Flooring: Type THHN/THWN-2, single conductors in raceway.
- F. Feeders in Cable Tray: Type THHN/THWN-2, single conductors in raceway.
- G. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- H. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- I. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- J. Branch Circuits Installed below Raised Flooring: Type THHN/THWN-2, single conductors in raceway.
- K. Branch Circuits in Cable Tray: Type THHN/THWN-2, single conductors in raceway.
- L. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, and strain relief device at terminations to suit application.
- M. VFC Output Circuits: Type XHHW-2 in metal conduit.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 26 05 29 "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 26 05 36 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.
- D. All wire terminations at motor leads and at motor starters shall be made with insulated ring or fork type terminals and insulated for 600 volts with heat shrink sleeves.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 84 13 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections.

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
  2. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors feeding the following critical equipment and services for compliance with requirements:
  3. Perform each of the following visual and electrical tests:
    - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    - b. Test bolted connections for high resistance using one of the following:
      - 1) A low-resistance ohmmeter.
      - 2) Calibrated torque wrench.
      - 3) Thermographic survey.
    - c. Inspect compression-applied connectors for correct cable match and indentation.
    - d. Inspect for correct identification.
    - e. Inspect cable jacket and condition.
    - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
    - g. Continuity test on each conductor and cable.
    - h. Uniform resistance of parallel conductors.
  4. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - b. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
  5. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
- E. Cables will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports to record the following:
1. Procedures used.
  2. Results that comply with requirements.
  3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 05 19



SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Backboards.
  - 2. Category 6 twisted pair cable.
  - 3. Twisted pair cabling hardware.
  - 4. RS-485 cabling.
  - 5. Low-voltage control cabling.
  - 6. Control-circuit conductors.
  - 7. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
- D. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency, RCDD, layout technician, installation supervisor, and field inspector, certified cabling agent and installer.
- B. Source quality-control reports.

- C. Field quality-control reports.

## 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
  - 1. Flame Travel Distance: 60 inches or less.
  - 2. Peak Optical Smoke Density: 0.5 or less.
  - 3. Average Optical Smoke Density: 0.15 or less.
- C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.
- E. RoHS compliant.

### 2.2 BACKBOARDS

- A. Description: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches.
- B. Painting: Paint plywood on all sides and edges with black alkyd paint. Comply with requirements in Section 09 90 00 – Painting and Coating.

### 2.3 CATEGORY 6 TWISTED PAIR CABLE

- A. Description: Four-pair, balanced-twisted pair cable, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250MHz.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Belden CDT Networking Division/NORDX.
  2. General Cable; General Cable Corporation.
  3. Mohawk; a division of Belden Networking, Inc.
  4. Or Approved Equal.
- C. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables. All network cabling shall be certified and installed by a certified installer.
- D. Conductors: 100-ohm, 23 AWG solid copper.
- E. Shielding/Screening: Shielded twisted pairs (FTP).
- F. Cable Rating: Plenum.
- G. Jacket: Blue thermoplastic.

#### 2.4 TWISTED PAIR CABLE HARDWARE

- A. Description: Hardware designed to connect, splice, and terminate twisted pair copper communications cable.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Belden CDT Networking Division/NORDX.
  2. General Cable; General Cable Corporation.
  3. Hubbell Premise Wiring.
  4. Leviton Manufacturing Co., Inc.
  5. Mohawk; a division of Belden Networking, Inc.
  6. Or Approved Equal.
- C. General Requirements for Twisted Pair Cable Hardware:
1. Comply with the performance requirements of Category 6.
  2. Comply with TIA-568-C.2, IDC type, with modules designed for punch-down caps or tools.
  3. Cables shall be terminated with connecting hardware of same category or higher.
- D. Source Limitations: Obtain twisted pair cable hardware from single source from single manufacturer.
- E. Connecting Blocks: 110-style IDC for Category 6. Provide blocks for the number of cables terminated on the block, plus 25 percent spare, integral with connector bodies, including plugs and jacks where indicated.
- F. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.
1. Number of Terminals per Field: One for each conductor in assigned cables.

- G. Patch Panel: Modular panels housing numbered jack units with IDC-type connectors at each jack location for permanent termination of pair groups of installed cables.
  - 1. Features:
    - a. Universal T568A and T568B wiring labels.
    - b. Labeling areas adjacent to conductors.
    - c. Replaceable connectors.
    - d. 24 or 48 ports.
  - 2. Construction: 16-gauge steel and mountable on 19-inch equipment racks.
  - 3. Number of Jacks per Field: One for each four-pair cable indicated.
- H. Patch Cords: Factory-made, four-pair cables in 36-inch lengths; terminated with an eight-position modular plug at each end.
  - 1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords shall have latch guards to protect against snagging.
  - 2. Patch cords shall have color-coded boots for circuit identification.
- I. Plugs and Plug Assemblies:
  - 1. Male; eight position; color-coded modular telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.
  - 2. Comply with IEC 60603-7-1, IEC 60603-7-2, IEC 60603-7-3, IEC 60603-7-4, and IEC 60603-7.5.
  - 3. Marked to indicate transmission performance.
- J. Jacks and Jack Assemblies:
  - 1. Female; eight position; modular; fixed telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.
  - 2. Designed to snap-in to a patch panel or faceplate.
  - 3. Standards:
    - a. Category 5e, unshielded twisted pair cable shall comply with IEC 60603-7-2.
    - b. Category 5e, shielded twisted pair cable shall comply with IEC 60603-7-3.
    - c. Category 6, unshielded twisted pair cable shall comply with IEC 60603-7-4.
    - d. Category 6, shielded twisted pair cable shall comply with IEC 60603-7.5.
    - e. Category 6a, unshielded twisted pair cable shall comply with IEC 60603-7-41.
    - f. Category 6a, shielded twisted pair cable shall comply with IEC 60603-7.51.
  - 4. Marked to indicate transmission performance.
- K. Faceplate:
  - 1. Two port, vertical single-gang faceplates designed to mount to single-gang wall boxes.
  - 2. Eight port, vertical double-gang faceplates designed to mount to double-gang wall boxes.
  - 3. Plastic Faceplate: High-impact plastic. Coordinate color with Section 26 27 26 "Wiring Devices."

4. Metal Faceplate: Stainless steel, complying with requirements in Section 26 27 26 "Wiring Devices."
5. For use with snap-in jacks accommodating any combination of twisted pair, optical fiber, and coaxial work area cords.
  - a. Flush mounting jacks, positioning the cord at a 45-degree angle.

L. Legend:

1. Machine printed, in the field, using adhesive-tape label.
2. Snap-in, clear-label covers and machine-printed paper inserts.

2.5 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CMG.

1. Paired, one pair, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, one pair, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262.

2.6 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

## 2.7 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. General Cable; General Cable Corporation.
  - 2. Southwire Company.
  - 3. Or Approved Equal.
- B. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- C. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- E. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.
  - 1. Smoke control signaling and control circuits.

## 2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test twisted pair cables according to TIA-568-C.2.
- C. Cable will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Test cables on receipt at Project site.
  - 1. Test each pair of twisted pair cable for open and short circuits.

### 3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 26 05 33 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
  - 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

2. Outlet boxes for cables shall be no smaller than 4 inches square by 1-1/2 inches deep with extension ring sized to bring edge of ring to within 1/8 inch of the finished wall surface.
  3. Flexible metal conduit shall not be used.
- B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Raceway Installation in Equipment Rooms:
1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.
  2. Install cable trays to route cables if conduits cannot be located in these positions.
  3. Secure conduits to backboard if entering the room from overhead.
  4. Extend conduits 3 inches above finished floor.
  5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
1. Comply with TIA-568-C Series of standards.
  2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
  3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
  4. Cables may not be spliced.
  5. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  6. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
  7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
  9. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
  10. Support: Do not allow cables to lie on removable ceiling tiles.
  11. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
  12. All terminations shall be made with ring or fork type terminals.

- C. Twisted Pair Cable Installation:
  - 1. Comply with TIA-568-C.2.
  - 2. Install termination hardware as specified in Section 27 15 13 "Communications Copper Horizontal Cabling" unless otherwise indicated.
  - 3. Do not untwist UTP cables more than 1/2 inch at the point of termination to maintain cable geometry.
  
- D. Installation of Control-Circuit Conductors:
  - 1. Install wiring in raceways. Comply with requirements specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."
  
- E. Open-Cable Installation:
  - 1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
  - 2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 30 inches apart.
  - 3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.
  
- F. Installation of Cable Routed Exposed under Raised Floors:
  - 1. Install plenum-rated cable only.
  - 2. Install cabling after the flooring system has been installed in raised floor areas.
  - 3. Below each feed point, neatly coil a minimum of 72 inches of cable in a coil not less than 12 inches in diameter.
  
- G. Separation from EMI Sources:
  - 1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
  - 2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
    - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches.
    - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches.
    - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches.
  - 3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
    - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
    - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches.
    - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches.



4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
  - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
  - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches.
  - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches.
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

### 3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use.

### 3.5 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
  1. Class 1 remote-control and signal circuits; No 14 AWG.
  2. Class 2 low-energy, remote-control, and signal circuits; No. 14 AWG.
  3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

### 3.6 FIRESTOPPING

- A. Comply with TIA-569-D, Annex A, "Firestopping."
- B. Comply with BICSI TDMM, "Firestopping" Chapter.

### 3.7 GROUNDING

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control wiring and cabling, comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

### 3.8 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

- B. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections.
- E. Tests and Inspections:
  - 1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
  - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
  - 3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.
    - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- F. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- G. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- H. Prepare test and inspection reports.

END OF SECTION 26 05 23

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
  - 1. Underground distribution grounding.
  - 2. Ground bonding common with lightning protection system.
  - 3. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1. Test wells.
  - 2. Ground rods.
  - 3. Ground rings.
  - 4. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:

- a. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1) Test wells.
  - 2) Ground rods.
  - 3) Ground rings.
  - 4) Grounding arrangements and connections for separately derived systems.
- b. Instructions for periodic testing and inspection of grounding features at ground rings and test well based on NFPA 70B.
  - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
  - 2) Include recommended testing intervals.

## 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

### 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Burndy; Part of Hubbell Electrical Systems.
  - 2. ERICO International Corporation.
  - 3. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 4. Thomas & Betts Corporation; A Member of the ABB Group.
  - 5. Or Approved Equal.

### 2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
  2. Stranded Conductors: ASTM B 8.
  3. Tinned Conductors: ASTM B 33.
  4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

## 2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with socket set screw.
- J. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- K. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- L. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- M. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- N. Straps: Solid copper, copper lugs. Rated for 600 A.

- O. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal one-piece clamp.
- P. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- Q. Water Pipe Clamps:
  - 1. Mechanical type, two pieces with stainless-steel bolts.
    - a. Material: Die-cast zinc alloy.
    - b. Listed for direct burial.
  - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

## 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet.
- B. Ground Plates: 1/4 inch thick, hot-dip galvanized.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 3/0 AWG minimum.
  - 1. Bury at least 24 inches below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- E. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

### 3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

### 3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

### 3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

### 3.5 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
  2. Lighting circuits.
  3. Receptacle circuits.
  4. Single-phase motor and appliance branch circuits.
  5. Three-phase motor and appliance branch circuits.
  6. Flexible raceway runs.
  7. Armored and metal-clad cable runs.
  8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
  9. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- G. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- H. Metallic Fences: Comply with requirements of IEEE C2.
1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
  2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
  3. Barbed Wire: Strands shall be bonded to the grounding conductor.

### 3.6 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.



- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- F. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.
- G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- H. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
  - 1. Install tinned-copper conductor not less than No. 3/0 AWG for ground ring and for taps to building steel.

2. Bury ground ring not less than 24 inches from building's foundation.
- I. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; use a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.
  1. If concrete foundation is less than 20 feet long, coil excess conductor within base of foundation.
  2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.
- J. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; using electrically conductive coated steel reinforcing bars or rods, at least 20 feet long. If reinforcing is in multiple pieces, connect together by the usual steel tie wires or exothermic welding to create the required length.

### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections.
- E. Tests and Inspections:
  1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  3. Test completed grounding system at each location where a maximum ground-resistance level shall be no more than ten (10) OHMS at all locations covered by these specifications, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

- F. Grounding system will be considered defective if resistance is more than ten (10) OHMS and it does not pass tests and inspections.
- G. Prepare test and inspection reports.
- H. Report measured ground resistances that exceed values as listed on the plans.
- I. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

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SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Aluminum slotted support systems.
3. Nonmetallic slotted support systems.
4. Conduit and cable support devices.
5. Support for conductors in vertical conduit.
6. Structural steel for fabricated supports and restraints.
7. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
8. Fabricated metal equipment support assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
  - a. Slotted support systems, hardware, and accessories.
  - b. Clamps.
  - c. Hangers.
  - d. Sockets.
  - e. Eye nuts.
  - f. Fasteners.
  - g. Anchors.
  - h. Saddles.
  - i. Brackets.
2. Include rated capacities and furnished specialties and accessories.

B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.

3. Equipment supports.
4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For hangers and supports for electrical systems.

1. Include design calculations and details of hangers.
2. Include design calculations for seismic restraints.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Ductwork, piping, fittings, and supports.
3. Structural members to which hangers and supports will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Items penetrating finished ceiling, including the following:
  - a. Luminaires.
  - b. Air outlets and inlets.
  - c. Speakers.
  - d. Sprinklers.
  - e. Access panels.
  - f. Projectors.

B. Welding certificates.

#### 1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M.
2. AWS D1.2/D1.2M.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design hanger and support system.

- B. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the supported equipment and systems will be fully operational after the seismic event."
  - 2. Component Importance Factor: 1.5.
- C. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D 635.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- B. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- C. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- D. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hilti, Inc.
      - 2) MKT Fastening, LLC.
      - 3) Or Approved Equal.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened Portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) B-line, an Eaton business.
      - 2) Hilti, Inc.

- 3) MKT Fastening, LLC.
  - 4) Or Approved Equal.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  6. Toggle Bolts: Stainless-steel springhead type.
  7. Hanger Rods: Threaded steel.

### 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 05 50 00 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  1. NECA 1.
  2. NECA 101
  3. NECA 102.
  4. NECA 105.
  5. NECA 111.
- B. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  1. Secure raceways and cables to these supports with two-bolt conduit clamps.



- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
  - 7. To Light Steel: Sheet metal screws.
  - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 05 50 00 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

- C. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 03 30 00 "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Section 09 91 13 "Exterior Painting" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 05 29

SECTION 26 05 33 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.
7. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. CGRC: PVC Coated Galvanized Rigid Conduit.
- C. PVC: Schedule 40 Poly Vinyl Chloride Conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
  1. Structural members in paths of conduit groups with common supports.
  2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
  - 4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
- D. Source quality-control reports.

## PART 2 - PRODUCTS

### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Allied Tube & Conduit; a part of Atkore International.
  - 2. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 3. Perma-Cote.
  - 4. Plasti-Bond.
  - 5. Southwire Company.
  - 6. Thomas & Betts Corporation; A Member of the ABB Group.
  - 7. Wheatland Tube Company.
  - 8. Or Approved Equal.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
  - 1. Comply with NEMA RN 1.
  - 2. Coating Thickness: 0.040 inch, minimum.
- E. FMC: Comply with UL 1; zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
  2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
  3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- H. Joint Compound for GRC or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. CANTEX INC.
  2. RACO; Hubbell.
  3. Thomas & Betts Corporation; A Member of the ABB Group.
  4. Or Approved Equal.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fiberglass:
1. Comply with NEMA TC 14.
  2. Comply with UL 2515 for aboveground raceways.
  3. Comply with UL 2420 for belowground raceways.
- D. ENT: Comply with NEMA TC 13 and UL 1653.
- E. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- F. LFNC: Comply with UL 1660.
- G. Rigid HDPE: Comply with UL 651A.
- H. Continuous HDPE: Comply with UL 651A.
- I. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- J. RTRC: Comply with UL 2515A and NEMA TC 14.
- K. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- L. Fittings for LFNC: Comply with UL 514B.

- M. Solvents and Adhesives: As recommended by conduit manufacturer.

### 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Hoffman; a brand of Pentair Equipment Protection.
  - 2. Square D.
  - 3. Rittal
  - 4. Or Approved Equal.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 12 unless otherwise indicated, and sized according to NFPA 70.
  - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

### 2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Allied Moulded Products, Inc.
  - 2. Hoffman; a brand of Pentair Equipment Protection.
  - 3. Or Approved Equal.
- B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.
- D. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.

- E. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.
- F. Solvents and Adhesives: As recommended by conduit manufacturer.

## 2.5 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hubbell Incorporated; Wiring Device-Kellems.
    - b. Panduit Corp.
    - c. Wiremold / Legrand.
    - d. Or Approved Equal.
- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hubbell Incorporated.
    - b. Panduit Corp.
    - c. Wiremold / Legrand.
    - d. Or Approved Equal.

## 2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Crouse-Hinds, an Eaton business.
  - 2. Hoffman; a brand of Pentair Equipment Protection.
  - 3. Hubbell Incorporated; Wiring Device-Kellems.
  - 4. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 5. Plasti-Bond.
  - 6. Thomas & Betts Corporation; A Member of the ABB Group.
  - 7. Wiremold / Legrand.
  - 8. Or Approved Equal.

- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Metal Floor Boxes:
  - 1. Material: Cast metal or sheet metal.
  - 2. Type: Fully adjustable.
  - 3. Shape: Rectangular.
  - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Nonmetallic Floor Boxes: Nonadjustable, rectangular.
  - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- H. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- I. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb.
  - 1. Listing and Labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- J. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- K. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- L. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- M. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- N. Gangable boxes are allowed.
- O. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Fiberglass.
  - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- P. Cabinets:



1. NEMA 250, Type 12 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.7 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

### A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

### B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Oldcastle Precast, Inc.
  - b. Quazite: Hubbell Power Systems, Inc.
  - c. Or Approved Equal.
2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC."
7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

## 2.8 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

### A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

### PART 3 - EXECUTION

#### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  1. Exposed Conduit: GRC.
  2. Concealed Conduit, Aboveground: GRC.
  3. Underground Conduit: RNC, Type EPC-40-PVC,.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R, unless otherwise noted.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  1. Exposed, Not Subject to Physical Damage: GRC.
  2. Exposed, Not Subject to Severe Physical Damage: GRC.
  3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
    - a. Loading dock.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Mechanical rooms.
    - d. Gymnasiums.
  4. Concealed in Ceilings and Interior Walls and Partitions: GRC.
  5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  6. Damp or Wet Locations: GRC.
  7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  3. EMT: Use setscrew, cast-metal fittings. Comply with NEMA FB 2.10.
  4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. All vertical turnups from underground raceways shall utilize GRC sweep 90-degree radius bends and GRC vertical conduit. The Vertical portion of the conduit shall be coated or wrapped in a bitumastic coating system from below grade to 6 inches above grade.
- J. Stub-ups to Above Recessed Ceilings:
  - 1. Use GRC for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Surface Raceways:
  - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
  - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Where otherwise required by NFPA 70.
- V. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- W. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
    - d. Attics: 135 deg F temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- X. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
  2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Y. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- Z. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- AA. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- BB. Locate boxes so that cover or plate will not span different building finishes.
- CC. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- DD. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- EE. Set metal floor boxes level and flush with finished floor surface.

FF. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 31 20 00 "Earth Moving" for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Section 31 20 00 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 31 20 00 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Underground Warning Tape: Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm

lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.

- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### 3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

### 3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

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**SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
  - 2. Sleeve-seal systems.
  - 3. Sleeve-seal fittings.
  - 4. Grout.
  - 5. Silicone sealants.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

**PART 2 - PRODUCTS**

**2.1 SLEEVES**

- A. Wall Sleeves:
  - 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
  - 2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.
- E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

F. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
  - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
  - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Advance Products & Systems, Inc.
  - b. Metraflex Company (The).
  - c. Or Approved Equal.
2. Sealing Elements: Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Stainless steel.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. HOLDRITE.
  - b. Metraflex Company (The).
  - c. Or Approved Equal.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

## 2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

## PART 3 - EXECUTION

### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
  - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
  - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

### 3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

### 3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 26 05 44

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
  - 2. Labels.
  - 3. Bands and tubes.
  - 4. Tapes and stencils.
  - 5. Tags.
  - 6. Signs.
  - 7. Cable ties.
  - 8. Paint for identification.
  - 9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.

- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E and Section 26 05 74 "Overcurrent Protective Device Arc-Flash Study" requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on a white field.
  - 2. Legend: Indicate voltage.
- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
  - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
  - 2. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 3. Colors for 240-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
  - 4. Colors for 480/277-V Circuits:
    - a. Phase A: Brown.
    - b. Phase B: Orange.
    - c. Phase C: Yellow.
  - 5. Color for Neutral: White or gray.
  - 6. Color for Equipment Grounds: Green.
  - 7. Colors for Isolated Grounds: Green with white stripe.
- C. Raceways and Cables Carrying Circuits at More Than 600 V:

1. Black letters on an orange field.
2. Legend: "DANGER - CONCEALED HIGH VOLTAGE WIRING."

D. Warning Label Colors:

1. Identify system voltage with black letters on a white background.

E. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

## 2.3 LABELS

A. Self-Adhesive Wraparound Labels: Preprinted, 3-mil-thick, vinyl flexible label with acrylic pressure-sensitive adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Brady Corporation.
  - b. Brother International Corporation.
  - c. Panduit Corp.
  - d. Or Approved Equal.
2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
3. Marker for Labels: Permanent, waterproof, black ink marker recommended by tag manufacturer.
4. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

## 2.4 BANDS AND TUBES

A. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Brady Corporation.
  - b. Panduit Corp.
  - c. Or Approved Equal.
  - d. All wires and cables shall have heat-shrink identification at all terminations and splices.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Carlton Industries, LP.
    - b. Panduit Corp.
    - c. Or Approved Equal.
  
- B. Underground-Line Warning Tape:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Brady Corporation.
    - b. Seton Identification Products.
    - c. Or Approved Equal.
  
  - 2. Tape:
    - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
    - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
  
  - 3. Color and Printing:
    - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
    - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
    - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
  
  - 4. Tag: Type I:
    - a. Pigmented polyolefin, bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
    - b. Width: 3 inches.
    - c. Thickness: 4 mils.
    - d. Weight: 18.5 lb/1000 sq. ft..
    - e. Tensile according to ASTM D 882: 30 lbf and 2500 psi.
  
  - 5. Tag: Type II:
    - a. Multilayer laminate, consisting of high-density polyethylene scrim coated with pigmented polyolefin; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.



- b. Width: 3 inches.
  - c. Thickness: 12 mils.
  - d. Weight: 36.1 lb/1000 sq. ft.
  - e. Tensile according to ASTM D 882: 400 lbf and 11,500 psi.
6. Tag: Type ID:
- a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  - b. Width: 3 inches.
  - c. Overall Thickness: 5 mils.
  - d. Foil Core Thickness: 0.35 mil.
  - e. Weight: 28 lb/1000 sq. ft..
  - f. Tensile according to ASTM D 882: 70 lbf and 4600 psi.
7. Tag: Type IID:
- a. Reinforced, detectable three-layer laminate, consisting of a printed pigmented woven scrim, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  - b. Width: 3 inches.
  - c. Overall Thickness: 8 mils.
  - d. Foil Core Thickness: 0.35 mil.
  - e. Weight: 34 lb/1000 sq. ft.
  - f. Tensile according to ASTM D 882: 300 lbf and 12,500 psi.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

## 2.6 TAGS

- A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Brady Corporation.
    - b. Carlton Industries, LP.
    - c. Seton Identification Products.
    - d. Or Approved Equal.

## 2.7 SIGNS

- A. Metal-Backed Butyrate Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Brady Corporation.
  - b. Marking Services, Inc.
  - c. Or Approved Equal.
2. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
3. 1/4-inch grommets in corners for mounting.
4. Nominal Size: 10 by 14 inches.

## 2.8 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Marking Services, Inc.
  2. Panduit Corp.
  3. Or Approved Equal.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  1. Minimum Width: 3/16 inch.
  2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
  3. Temperature Range: Minus 40 to plus 185 deg F.
  4. Color: Black.

## 2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- H. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. "EMERGENCY POWER."
  - 2. "POWER."
  - 3. "UPS."
- M. Vinyl Wraparound Labels:

1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
  2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- O. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Labels:
1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
- Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- W. Underground Line Warning Tape:
1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
  2. Limit use of underground-line warning tape to direct-buried cables.
  3. Install underground-line warning tape for direct-buried cables and cables in raceways.
- X. Metal Tags:
1. Place in a location with high visibility and accessibility.
  2. Secure using UV-stabilized cable ties.

Y. Nonmetallic Preprinted Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using UV-stabilized cable ties.

Z. Write-on Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using UV-stabilized cable ties.

AA. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch-high sign; where two lines of text are required, use signs minimum 2 inches high.

BB. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.

CC. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.

DD. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil. Stencil legend "DANGER - CONCEALED HIGH-VOLTAGE WIRING" with 3-inch-high, black letters on 20-inch centers.

1. Locate identification at changes in direction, at penetrations of walls and floors, and at 30-foot maximum intervals.
- D. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.
1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- E. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:
1. "EMERGENCY POWER."
  2. "POWER."
  3. "UPS."
- F. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.
1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Power-Circuit Conductor Identification, More Than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic preprinted tags colored and marked to indicate phase, and a separate tag with the circuit designation.
- H. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive labels with the conductor or cable designation, origin, and destination.
- I. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.
- J. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- K. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- L. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- M. Concealed Raceways and Duct Banks, More Than 600 V, within Buildings: Apply floor marking tape to the following finished surfaces:
1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
  2. Wall surfaces directly external to raceways concealed within wall.

3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
  
- N. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
  
- O. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
  
- P. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Metal-backed, butyrate warning signs.
  1. Apply to exterior of door, cover, or other access.
  2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
    - a. Power-transfer switches.
    - b. Controls with external control power connections.
  
- Q. Arc Flash Warning Labeling: Self-adhesive labels.
  
- R. Operating Instruction Signs: Metal-backed, butyrate warning signs.
  
- S. Emergency Operating Instruction Signs: Metal-backed, butyrate warning signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
  
- T. Equipment Identification Labels:
  1. Indoor Equipment: Metal-backed butyrate signs.
  2. Outdoor Equipment: Laminated acrylic or melamine sign.
  3. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Switchgear.
    - e. Switchboards.
    - f. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
    - g. Substations.
    - h. Emergency system boxes and enclosures.
    - i. Motor-control centers.
    - j. Enclosed switches.
    - k. Enclosed circuit breakers.
    - l. Enclosed controllers.
    - m. Variable-speed controllers.

- n. Push-button stations.
- o. Power-transfer equipment.
- p. Contactors.
- q. Remote-controlled switches, dimmer modules, and control devices.
- r. Battery-inverter units.
- s. Battery racks.
- t. Power-generating units.
- u. Monitoring and control equipment.
- v. UPS equipment.

END OF SECTION 26 05 53



SECTION 26 09 23 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Time switches.
2. Photoelectric switches.
3. Standalone daylight-harvesting switching and dimming controls.
4. Indoor occupancy and vacancy sensors.
5. Switchbox-mounted occupancy sensors.
6. Digital timer light switches.
7. High-bay occupancy sensors.
8. Extreme temperature occupancy sensors.
9. Outdoor motion sensors.
10. Lighting contactors.
11. Emergency shunt relays.

B. Related Requirements:

1. Section 26 27 26 "Wiring Devices" for wall-box dimmers, non-networkable wall-switch occupancy sensors, and manual light switches.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Show installation details for the following:
  - a. Occupancy sensors.
  - b. Vacancy sensors.
2. Interconnection diagrams showing field-installed wiring.
3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and elevations, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components.
  - 2. Structural members to which equipment will be attached.
  - 3. Items penetrating finished ceiling, including the following:
    - a. Luminaires.
    - b. Air outlets and inlets.
    - c. Speakers.
    - d. Sprinklers.
    - e. Access panels.
    - f. Control modules.
- B. Field quality-control reports.
- C. Sample Warranty: For manufacturer's warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in operation and maintenance manuals.
- B. Software and Firmware Operational Documentation:
  - 1. Software operating and upgrade manuals.
  - 2. Program Software Backup: On manufacturer's website. Provide names, versions, and website addresses for locations of installed software.
  - 3. Device address list.
  - 4. Printout of software application and graphic screens.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace lighting control devices that fail(s) in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Faulty operation of lighting control software.
    - b. Faulty operation of lighting control devices.
  - 2. Warranty Period: Two year(s) from date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.1 TIME SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Industries, Inc.
  - 2. Leviton Manufacturing Co., Inc.
  - 3. TE Connectivity Ltd.
  - 4. Or Approved Equal.
  
- B. Electronic Time Switches: Solid state, programmable, with alphanumeric display; complying with UL 917.
  - 1. Listed and labeled as defined in NFPA 70 and marked for intended location and application.
  - 2. Contact Configuration: SPST.
  - 3. Contact Rating: 30-A inductive or resistive, 240-V ac.
  - 4. Programs: Eight on-off set points on a 24-hour schedule.
  - 5. Programs: Two on-off set points on a 24-hour schedule, allowing different set points for each day of the week.
  - 6. Circuitry: Allow connection of a photoelectric relay as substitute for on-off function of a program on selected channels.
  - 7. Astronomic Time: All channels.
  - 8. Automatic daylight savings time changeover.
  - 9. Battery Backup: Not less than seven days reserve, to maintain schedules and time clock.
  
- C. Electromechanical-Dial Time Switches: Comply with UL 917.
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Contact Configuration: SPST.
  - 3. Contact Rating: 30-A inductive or resistive, 240-V ac.
  - 4. Circuitry: Allows connection of a photoelectric relay as a substitute for the on-off function of a program.
  - 5. Astronomic time dial.
  - 6. Eight-Day Program: Uniquely programmable for each weekday and holidays.
  - 7. Skip-a-day mode.
  - 8. Wound-spring reserve carryover mechanism to keep time during power failures, minimum of 16 hours.

**2.2 OUTDOOR PHOTOELECTRIC SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Industries, Inc.
  - 2. Leviton Manufacturing Co., Inc.

3. TE Connectivity Ltd.
  4. Or Approved Equal.
- B. Description: Solid state, with SPST dry contacts rated for 1800 VA inductive, to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A, and compatible with ballasts and LED lamps.
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
  3. Time Delay: Fifteen-second minimum, to prevent false operation.
  4. Surge Protection: Metal-oxide varistor.
  5. Mounting: Twist lock complies with NEMA C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.
  6. Failure Mode: Luminaire stays ON.
- C. Description: Solid state, with SPST dry contacts rated for 1800 VA inductive, to operate connected load, complying with UL 773, and compatible with CFL and LED lamps.
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
  3. Time Delay: Thirty-second minimum, to prevent false operation.
  4. Lightning Arrester: Air-gap type.
  5. Mounting: Twist lock complying with NEMA C136.10, with base.
  6. Failure Mode: Luminaire stays ON.
- D. Description: Solid state; one set of NO dry contacts rated for 24 V dc at 1 A, to operate connected load, complying with UL 773, and compatible with luminaire.
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
  3. Time Delay: Thirty-second minimum, to prevent false operation.
  4. Mounting: 1/2-inch threaded male conduit.
  5. Failure Mode: Luminaire stays ON.
  6. Power Pack: Dry contacts rated for 20-A ballast or LED load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
    - a. LED status lights to indicate load status.
    - b. Plenum rated.
  7. Power Pack: Digital controller capable of accepting three RJ45 inputs with two outputs rated for 20-A incandescent or LED load at 120- and 277-V ac, for 13-A ballast or LED at 120- and 277-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, Class 2 power source, as defined by NFPA 70.

- a. With integral current monitoring
- b. Compatible with digital addressable lighting interface.
- c. Plenum rated.

### 2.3 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Allen-Bradley/Rockwell Automation.
  2. ASCO Power Technologies, LP; a business of Emerson Network Power.
  3. General Electric Company.
  4. Square D.
  5. Or Approved Equal.
- B. Description: Electrically operated and mechanically held, combination-type lighting contactors with nonfused disconnect, complying with NEMA ICS 2 and UL 508.
  1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less THD of normal load current).
  2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
  3. Enclosure: Comply with NEMA 250.
  4. Provide with control and pilot devices as scheduled, matching the NEMA type specified for the enclosure.

### 2.4 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.

- B. Examine walls and ceilings for suitable conditions where lighting control devices will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 SENSOR INSTALLATION

- A. Comply with NECA 1.
- B. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies. Coordinate locations with all disciplines to ensure there are no conflicts.
- C. Install and aim sensors in locations to achieve not less than 90-percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

### 3.3 CONTACTOR INSTALLATION

- A. Comply with NECA 1.
- B. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration unless contactors are installed in an enclosure with factory-installed vibration isolators.

### 3.4 WIRING INSTALLATION

- A. Comply with NECA 1.
- B. Wiring Method: Comply with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch.
- C. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- D. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- E. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

### 3.5 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 26 05 53 "Identification for Electrical Systems."
  - 1. Identify controlled circuits in lighting contactors.

2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.

- B. Label time switches and contactors with a unique designation.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate lighting control devices and perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
  2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Lighting control devices will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

### 3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied conditions. Provide up to visits to Project during other-than-normal occupancy hours for this purpose.
  1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.
  2. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.
  3. Align high-bay occupancy sensors using manufacturer's laser aiming tool.

### 3.8 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
  1. Upgrade Notice: At least 30 days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.

END OF SECTION 26 09 23



SECTION 26 22 00 - LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Distribution, dry-type transformers rated 600 V and less, with capacities up to 1500 kVA.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type and size of transformer.
  - 2. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.
- B. Shop Drawings:
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
  - 3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For transformers, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Qualification Data: For testing agency.
- C. Source quality-control reports.

- D. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity to prevent rusting of materials during storage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Square D
- B. EATON
- C. General Electric
- D. Or Approved Equal.

- 2.2 Source Limitations: Obtain each transformer type from single source from single manufacturer.

2.3 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Transformers Rated 15 kVA and Larger: Comply with NEMA TP 1 energy-efficiency levels as verified by testing according to NEMA TP 2.
- D. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.
- E. Coils: Continuous windings without splices except for taps.

1. Internal Coil Connections: Brazed or pressure type.
  2. Coil Material: Copper.
- F. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.
- G. Shipping Restraints: Paint or otherwise color code bolts, wedges, blocks, and other restraints that are to be removed after installation and before energizing. Use fluorescent colors that are easily identifiable inside the transformer enclosure.

## 2.4 DISTRIBUTION TRANSFORMERS

- A. Comply with NFPA 70, and list and label as complying with UL 1561.
- B. Provide transformers that are constructed to withstand seismic forces specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."
- C. Cores: One leg per phase.
- D. Enclosure: Totally enclosed, nonventilated.
1. NEMA 250, As shown on the plans: Core and coil shall be encapsulated within resin compound to seal out moisture and air.
  2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.
- E. Transformer Enclosure Finish: Comply with NEMA 250.
1. Finish Color: Gray.
- F. Taps for Transformers 3 kVA and Smaller: One 5 percent tap above normal full capacity.
- G. Taps for Transformers 7.5 to 24 kVA: Two 5 percent taps below rated voltage.
- H. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and four 2.5 percent taps below normal full capacity.
- I. Insulation Class, Smaller than 30 kVA: 185 deg C, UL-component-recognized insulation system with a maximum of 115-deg C rise above 40-deg C ambient temperature.
- J. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150-deg C rise above 40-deg C ambient temperature.
- K. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.
1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
  2. Indicate value of K-factor on transformer nameplate.
  3. Unit shall meet requirements of NEMA TP 1 when tested according to NEMA TP 2 with a K-factor equal to one.

- L. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
  - 1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
  - 2. Include special terminal for grounding the shield.
- M. Neutral: Rated 200 percent of full load current for K-factor rated transformers.
- N. Wall Brackets: Manufacturer's standard brackets.
- O. Fungus Proofing: Permanent fungicidal treatment for coil and core.

## 2.5 IDENTIFICATION DEVICES

- A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 26 05 53 "Identification for Electrical Systems."

## 2.6 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.
  - 1. Resistance measurements of all windings at the rated voltage connections and at all tap connections.
  - 2. Ratio tests at the rated voltage connections and at all tap connections.
  - 3. Phase relation and polarity tests at the rated voltage connections.
  - 4. No load losses, and excitation current and rated voltage at the rated voltage connections.
  - 5. Impedance and load losses at rated current and rated frequency at the rated voltage connections.
  - 6. Applied and induced tensile tests.
  - 7. Regulation and efficiency at rated load and voltage.
  - 8. Insulation Resistance Tests:
    - a. High-voltage to ground.
    - b. Low-voltage to ground.
    - c. High-voltage to low-voltage.
  - 9. Temperature tests.
- B. Factory Sound-Level Tests: Conduct prototype sound-level tests on production-line products.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.
  - 1. Coordinate installation of wall-mounted and structure-hanging supports with actual transformer provided.
  - 2. Brace wall-mounted transformers as specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."
- B. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.
- C. Construct concrete bases according to Section 03 30 00 "Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions, seismic codes applicable to Project, and requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems."
  - 1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- D. Secure transformer to concrete base according to manufacturer's written instructions.
- E. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.
- F. Remove shipping bolts, blocking, and wedges.

**3.3 CONNECTIONS**

- A. Ground equipment according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

**3.4 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections with the assistance of a factory-authorized service representative.
- E. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS for dry-type, air-cooled, low-voltage transformers. Certify compliance with test parameters.
- F. Remove and replace units that do not pass tests or inspections and retest as specified above.
- G. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
  - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
  - 2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.
  - 3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- H. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

- A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 26 22 00

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SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Straight-blade convenience, hospital-grade, isolated-ground, and tamper-resistant receptacles.
2. USB charger devices.
3. GFCI receptacles.
4. SPD receptacles.
5. Hazardous (classified) location receptacles.
6. Twist-locking receptacles.
7. Pendant cord-connector devices.
8. Cord and plug sets.
9. Toggle switches.
10. Decorator-style convenience.
11. Wall switch sensor light switches with dual technology sensors.
12. Wall switch sensor light switches with passive infrared sensors.
13. Wall switch sensor light switches with ultrasonic sensors.
14. Digital timer light switches.
15. Residential devices.
16. Wall-box dimmers.
17. Wall plates.
18. Floor service outlets.
19. Poke-through assemblies.
20. Prefabricated multioutlet assemblies.
21. Service poles.

1.3 DEFINITIONS

A. Abbreviations of Manufacturers' Names:

1. Cooper: Cooper Wiring Devices; Division of Cooper Industries, Inc.
2. Hubbell: Hubbell Incorporated: Wiring Devices-Kellems.
3. Leviton: Leviton Mfg. Company, Inc.
4. Pass & Seymour: Pass& Seymour/Legrand.

- B. BAS: Building automation system.

- C. EMI: Electromagnetic interference.
- D. GFCI: Ground-fault circuit interrupter.
- E. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- F. RFI: Radio-frequency interference.
- G. SPD: Surge protective device.
- H. UTP: Unshielded twisted pair.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

### PART 2 - PRODUCTS

#### 2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:

1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
2. Devices shall comply with the requirements in this Section.

D. Devices for Owner-Furnished Equipment:

1. Receptacles: Match plug configurations.
2. Cord and Plug Sets: Match equipment requirements.

E. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STRAIGHT-BLADE RECEPTACLES

A. Duplex Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Hubbell Incorporated; Wiring Device-Kellems.
  - b. Leviton Manufacturing Co., Inc.
  - c. Pass & Seymour/Legrand (Pass & Seymour).
  - d. Or Approved Equal.

2.3 GFCI RECEPTACLES

A. General Description:

1. 125 V, 20 A, straight blade, non-feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Hubbell Incorporated; Wiring Device-Kellems.
  - b. Leviton Manufacturing Co., Inc.
  - c. Pass & Seymour/Legrand (Pass & Seymour).
  - d. Or Approved Equal.

2.4 HAZARDOUS (CLASSIFIED) LOCATION RECEPTACLES

A. Hazardous (Classified) Locations Receptacles: Comply with NEMA FB 11 and UL 1010.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. EGS/Appleton Electric.
  - b. Killark.
  - c. Or Approved Equal.

## 2.5 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
  1. Single Pole, Two Pole, Three Way, and Four Way:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hubbell Incorporated; Wiring Device-Kellems.
      - 2) Leviton Manufacturing Co., Inc.
      - 3) Pass & Seymour/Legrand (Pass & Seymour).
      - 4) Or Approved Equal.

## 2.6 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
  1. Plate-Securing Screws: Metal with head color to match plate finish.
  2. Material for Finished Spaces: 0.035-inch-thick, satin-finished, Type 302 stainless steel.
  3. Material for Unfinished Spaces: Galvanized steel.
  4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

## 2.7 FINISHES

- A. Device Color:
  1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
  2. Wiring Devices Connected to Emergency Power System: Red.
- B. Wall Plate Color: For plastic covers, match device color.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
  - 1. Coordinate all equipment and device locations with all other trades prior to installation.
  - 2. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
  - 3. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  - 4. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  - 5. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
  - 4. Existing Conductors:
    - a. Cut back and pigtail, or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
  - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
  - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
  - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
  - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
  - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
  - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
  - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
  - 8. Tighten unused terminal screws on the device.
  - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

- E. Receptacle Orientation:
  - 1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.
  - 2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
  - 1. Install dimmers within terms of their listing.
  - 2. Verify that dimmers used for fan-speed control are listed for that application.
  - 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

### 3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

### 3.3 IDENTIFICATION

- A. Comply with Section 26 05 53 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### 3.4 FIELD QUALITY CONTROL

- A. Test Instruments: Use instruments that comply with UL 1436.
- B. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- C. Perform the following tests and inspections:
  - 1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
  - 2. Test Instruments: Use instruments that comply with UL 1436.

3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- D. Tests for Convenience Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
  2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  3. Ground Impedance: Values of up to 2 ohms are acceptable.
  4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  5. Using the test plug, verify that the device and its outlet box are securely mounted.
  6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- E. Test straight-blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz.
- F. Wiring device will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.

END OF SECTION 26 27 26

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SECTION 26 28 13 - FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:
  - a. Control circuits.
  - b. Motor-control centers.
  - c. Panelboards.
  - d. Switchboards.
  - e. Enclosed controllers.
  - f. Enclosed switches.
2. Spare-fuse cabinets.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.
    - a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
    - b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.
  2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
  3. Current-limitation curves for fuses with current-limiting characteristics.
  4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in electronic format suitable for use in coordination software and in PDF format.
  5. Coordination charts and tables and related data.
  6. Fuse sizes for elevator feeders and elevator disconnect switches.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
1. Ambient temperature adjustment information.
  2. Current-limitation curves for fuses with current-limiting characteristics.
  3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse used on the Project. Submit in electronic format suitable for use in coordination software and in PDF format.
  4. Coordination charts and tables and related data.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.6 FIELD CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Bussman.  
B. Cooper.  
C. Or Approved Equal.  
D. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
1. Type RK-1: 600-V, zero- to 600-A rating, 200 kAIC.
  2. Type RK-5: 600-V, zero- to 600-A rating, 200 kAIC.
  3. Type CC: 600-V, zero- to 30-A rating, 200 kAIC, fast acting.
  4. Type CD: 600-V, 31- to 60-A rating, 200 kAIC, fast acting.
  5. Type J: 600-V, zero- to 600-A rating, 200 kAIC, time delay.

6. Type L: 600-V, 601- to 6000-A rating, 200 kAIC, time delay.
  7. Type T: 600-V, zero- to 800-A rating, 200 kAIC, very fast acting.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

### 2.3 SPARE-FUSE CABINET

- A. Characteristics: Wall-mounted steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.
1. Size: Adequate for storage of spare fuses specified with 15 percent spare capacity minimum.
  2. Finish: Gray, baked enamel.
  3. Identification: "SPARE FUSES" in 1-1/2-inch-high letters on exterior of door.
  4. Fuse Pullers: For each size of fuse, where applicable and available, from fuse manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 FUSE APPLICATIONS

- A. Cartridge Fuses:
1. Service Entrance: As indicated on the plans.
  2. Feeders: As indicated on the plans
  3. Motor Branch Circuits: [As indicated on the plans.

4. Large Motor Branch (601-4000 A): Class L, time delay.
5. Power Electronics Circuits: As indicated on the plans.
6. Other Branch Circuits: As indicated on the plans.
7. Control Transformer Circuits: Class CC, time delay, control transformer duty.
8. Provide open-fuse indicator fuses or fuse covers with open fuse indication.

**3.3 INSTALLATION**

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

**3.4 IDENTIFICATION**

- A. Install labels complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 26 28 13

SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Fusible switches.
  - 2. Nonfusible switches.
  - 3. Receptacle switches.
  - 4. Shunt trip switches.
  - 5. Molded-case circuit breakers (MCCBs).
  - 6. Molded-case switches.
  - 7. Enclosures.

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
  - 4. Include evidence of a nationally recognized testing laboratory (NRTL) listing for series rating of installed devices.
  - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
  - 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

- B. Shop Drawings: For enclosed switches and circuit breakers.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Include wiring diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
    - a. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
    - b. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
  - 2. Fuse Pullers: Two for each size and type.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
  1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
  2. Altitude: Not exceeding 6600 feet.

1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
  1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

**2.3 FUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Square D; by Schneider Electric.
  - 2. Siemens
  - 3. Or Approved Equal.
  
- B. Type HD, Heavy Duty:
  - 1. Single or Double throw.
  - 2. Three pole.
  - 3. 600-V ac.
  - 4. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.
  - 5. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
  
- C. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  - 3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
  - 4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  - 5. Hookstick Handle: Allows use of a hookstick to operate the handle.
  - 6. Lugs: Mechanical type, suitable for number, size, and conductor material.
  - 7. Service-Rated Switches: Labeled for use as service equipment.

**2.4 NONFUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Square D; by Schneider Electric.
  - 2. Siemens
  - 3. Or Approved Equal.
  
- B. Type HD, Heavy Duty, Three Pole, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
  
- C. Type HD, Heavy Duty, Three Pole, Double Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
  
- D. Accessories:



1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.
7. Service-Rated Switches: Labeled for use as service equipment.

## 2.5 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12), unless otherwise indicated on plans.
- C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts. NEMA 250 Types 7 and 9 enclosures shall be provided with threaded conduit openings in both endwalls.
- D. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.
- E. NEMA 250 Type 7/9 enclosures shall be furnished with a breather and drain kit to allow their use in outdoor and wet location applications.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  1. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

**3.2 PREPARATION**

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of electric service.
  - 2. Indicate method of providing temporary electric service.
  - 3. Do not proceed with interruption of electric service without Construction Manager's written permission.
  - 4. Comply with NFPA 70E.

**3.3 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS**

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
  - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  - 2. Outdoor Locations: NEMA 250, Type 3R.
  - 3. Wash-Down Areas/Corrosive Environment: NEMA 250, Type 4X, stainless steel.
  - 4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
  - 5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
  - 6. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7.

**3.4 INSTALLATION**

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- C. Comply with mounting and anchoring requirements specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."
- D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- E. Install fuses in fusible devices.
- F. Comply with NFPA 70 and NECA 1.

**3.5 IDENTIFICATION**

- A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections.
- E. Tests and Inspections for Switches:
  1. Visual and Mechanical Inspection:
    - a. Inspect physical and mechanical condition.
    - b. Inspect anchorage, alignment, grounding, and clearances.
    - c. Verify that the unit is clean.
    - d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
    - e. Verify that fuse sizes and types match the Specifications and Drawings.
    - f. Verify that each fuse has adequate mechanical support and contact integrity.
    - g. Inspect bolted electrical connections for high resistance using one of the two following methods:
      - 1) Use a low-resistance ohmmeter.
        - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
      - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
        - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
    - h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
    - i. Verify correct phase barrier installation.
    - j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
  2. Electrical Tests:
    - a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar

connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

- b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
- c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
- d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
- e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

**F. Tests and Inspections for Molded Case Circuit Breakers:**

**1. Visual and Mechanical Inspection:**

- a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
- b. Inspect physical and mechanical condition.
- c. Inspect anchorage, alignment, grounding, and clearances.
- d. Verify that the unit is clean.
- e. Operate the circuit breaker to ensure smooth operation.
- f. Inspect bolted electrical connections for high resistance using one of the two following methods:
  - 1) Use a low-resistance ohmmeter.
    - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
  - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
    - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
- g. Inspect operating mechanism, contacts, and chutes in unsealed units.
- h. Perform adjustments for final protective device settings in accordance with the coordination study.

**2. Electrical Tests:**

- a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
  - c. Perform a contact/pole resistance test. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - d. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.
  - e. Determine the following by primary current injection:
    - 1) Long-time pickup and delay. Pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 2) Short-time pickup and delay. Short-time pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 3) Ground-fault pickup and time delay. Ground-fault pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 4) Instantaneous pickup. Instantaneous pickup values shall be as specified and within manufacturer's published tolerances.
  - f. Test functionality of the trip unit by means of primary current injection. Pickup values and trip characteristics shall be as specified and within manufacturer's published tolerances.
  - g. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with manufacturer's published data. Minimum pickup voltage of the shunt trip and close coils shall be as indicated by manufacturer.
  - h. Verify correct operation of auxiliary features such as trip and pickup indicators; zone interlocking; electrical close and trip operation; trip-free, anti-pump function; and trip unit battery condition. Reset all trip logs and indicators. Investigate units that do not function as designed.
  - i. Verify operation of charging mechanism. Investigate units that do not function as designed.
3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  4. Perform the following infrared scan tests and inspections and prepare reports:

- a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
  - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
  - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
5. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- G. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- H. Prepare test and inspection reports.
1. Test procedures used.
  2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
  3. List deficiencies detected, remedial action taken, and observations after remedial action.

### 3.7 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 26 28 16

SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes VFDs, rated 600 V and less, for speed control of three-phase, squirrel-cage induction motors.

1.3 DEFINITIONS

- A. CE: Conformance Europeene (European Compliance).
- B. CPT: Control power transformer.
- C. DDC: Direct digital control.
- D. EMI: Electromagnetic interference.
- E. LED: Light-emitting diode.
- F. NC: Normally closed.
- G. NO: Normally open.
- H. OCPD: Overcurrent protective device.
- I. PID: Control action, proportional plus integral plus derivative.
- J. RFI: Radio-frequency interference.
- K. VFD: Variable-frequency Drive.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type and rating of VFD indicated.
  - 1. Include dimensions and finishes for VFDs.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

- B. Shop Drawings: For each VFD indicated.
  - 1. Include mounting and attachment details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans, drawn to scale, showing dimensioned layout on which, the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Required working clearances and required area above and around VFDs.
  - 2. Show VFD layout and relationships between electrical components and adjacent structural and mechanical elements.
  - 3. Show support locations, type of support, and weight on each support.
  - 4. Indicate field measurements.
- B. Qualification Data: For testing agency.
- C. Product Certificates: For each VFD from manufacturer.
- D. Harmonic Analysis Report: Provide Project-specific calculations and manufacturer's statement of compliance with IEEE 519.
- E. Source quality-control reports.
- F. Field quality-control reports.
- G. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For VFDs to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 01 78 23 "Operation and Maintenance Data," include the following:
    - a. Manufacturer's written instructions for testing and adjusting thermal-magnetic circuit breaker and motor-circuit protector trip settings.
    - b. Manufacturer's written instructions for setting field-adjustable overload relays.
    - c. Manufacturer's written instructions for testing, adjusting, and reprogramming microprocessor control modules.
    - d. Manufacturer's written instructions for setting field-adjustable timers, controls, and status and alarm points.



- e. Load-Current and Overload-Relay Heater List: Compile after motors have been installed, and arrange to demonstrate that selection of heaters suits actual motor nameplate, full-load currents.
- f. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed, and arrange to demonstrate that switch settings for motor-running overload protection suit actual motors to be protected.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
  - 2. Control Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
  - 3. Indicating Lights: Two of each type and color installed.
  - 4. Auxiliary Contacts: Furnish one spare(s) for each size and type of magnetic controller installed.
  - 5. Power Contacts: Furnish three spares for each size and type of magnetic contactor installed.

#### 1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. If stored in space that is not permanently enclosed and air conditioned, remove loose packing and flammable materials from inside controllers and install temporary electric heating, with at least 250 W per controller.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for VFDs, including clearances between VFDs, and adjacent surfaces and other items.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace VFDs that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Allen-Bradley, a Rockwell Automation Company.
  2. Eaton Electrical.
  3. Siemens Electrical.
  4. Square D; by Schneider Electric.
  5. Delta Electronics
  6. Or Engineer/Owner Approved Equal.

**2.2 SYSTEM DESCRIPTION**

- A. General Requirements for VFDs:
1. The VFD shall meet the following specifications:
    - a. UL 508A and/or 508C - Underwriter's Laboratory. The drive shall be UL listed and carry the UL mark.
    - b. CAN/CSA-C22 No. 14-M91 - Canadian Standards Association. The drive shall be C-UL or CSA listed and carry the appropriate mark.
    - c. The drive shall comply with the following European Union's CE directives and shall carry the CE mark:
      - a) EMC Low Voltage Directive 73/23 EEC
      - b) EMC Directive 89/336 EEC
      - c) Machinery Directive 98/37 EC
  2. The VFD shall utilize the same communications architecture, utilizing plug-in communications cards, for high-speed noise immune connectivity throughout the entire Drive manufacturer's power range.
- B. Application: Constant torque and variable torque.
- C. VFD Description: Variable-frequency motor controller, consisting of power converter that employs pulse-width-modulated inverter, factory built and tested; listed and labeled by an NRTL as a complete unit; arranged to provide self-protection, protection, and variable-speed control of one or more three-phase induction motors by adjusting output voltage and frequency.
1. Units suitable for operation of NEMA MG 1, Design A and Design B motors, as defined by NEMA MG 1, Section IV, Part 30, "Application Considerations for Constant Speed Motors Used on a Sinusoidal Bus with Harmonic Content and General Purpose Motors Used with Adjustable-Voltage or Adjustable-Frequency Controls or Both."
  2. Units suitable for operation of inverter-duty motors as defined by NEMA MG 1, Section IV, Part 31, "Definite-Purpose Inverter-Fed Polyphase Motors."
  3. Listed and labeled for integrated short-circuit current (withstand) rating by an NRTL acceptable to authorities having jurisdiction.

- D. Design and Rating: Match load type, such as fans, blowers, and pumps; and type of connection used between motor and load such as direct or through a power-transmission connection.
- E. Output Rating: Three phase; 10 to 60 Hz, with voltage proportional to frequency throughout voltage range; maximum voltage equals input voltage.
- F. Unit Operating Requirements:
  - 1. Input AC Voltage Tolerance: Plus 10 and minus 15 percent of VFD input voltage rating.
  - 2. Input AC Voltage Unbalance: Not exceeding 5 percent.
  - 3. Input Frequency Tolerance: Plus or minus 3 percent of VFD frequency rating.
  - 4. Minimum Efficiency: 96 percent at 60 Hz, full load.
  - 5. Minimum Displacement Primary-Side Power Factor: 96 percent under any load or speed condition.
  - 6. Minimum Short-Circuit Current (Withstand) Rating: 65 kA.
  - 7. Ambient Temperature Rating: Not less than 32 deg F and not exceeding 104 deg F.
  - 8. Humidity Rating: Less than 95 percent (noncondensing).
  - 9. Altitude Rating: Not exceeding 3300 feet.
  - 10. Vibration Withstand: Comply with NEMA ICS 61800-2.
  - 11. Overload Capability: 1.5 times the base load current for 60 seconds; minimum of 1.8 times the base load current for three seconds.
  - 12. Starting Torque: Minimum 100 percent of rated torque from 3 to 60 Hz.
  - 13. Speed Regulation: Plus or minus 5 percent.
  - 14. Output Carrier Frequency: Selectable; 0.5 to 15 kHz.
  - 15. Stop Modes: Programmable; includes fast, free-wheel, and dc injection braking.
- G. Inverter Logic: Microprocessor based, 32 bit, isolated from all power circuits.
- H. Isolated Control Interface: Allows VFDs to follow remote-control signal over a minimum 40:1 speed range.
  - 1. Signal: Electrical.
- I. Internal Adjustability Capabilities:
  - 1. Minimum Speed: 5 to 25 percent of maximum rpm.
  - 2. Maximum Speed: 80 to 100 percent of maximum rpm.
  - 3. Acceleration: 0.1 to 999.9 seconds.
  - 4. Deceleration: 0.1 to 999.9 seconds.
  - 5. Current Limit: 30 to minimum of 150 percent of maximum rating.
- J. Self-Protection and Reliability Features:
  - 1. Coordinate Project-specific self-protection and reliability features with manufacturers, because standard and optional features vary considerably among manufacturers.
  - 2. Loss of Input Signal Protection: Selectable response strategy, including speed default to a percent of the most recent speed, a preset speed, or stop; with alarm.
  - 3. Under- and overvoltage trips.
  - 4. Inverter overcurrent trips.
  - 5. VFD and Motor-Overload/Overtemperature Protection: Microprocessor-based thermal protection system for monitoring VFDs and motor thermal characteristics, and for

- providing VFD overtemperature and motor-overload alarm and trip; settings selectable via the keypad.
  - 6. Critical frequency rejection, with three selectable, adjustable deadbands.
  - 7. Instantaneous line-to-line and line-to-ground overcurrent trips.
  - 8. Loss-of-phase protection.
  - 9. Reverse-phase protection.
  - 10. Short-circuit protection.
  - 11. Motor-overtemperature fault.
- K. Automatic Reset/Restart: Attempt three restarts after drive fault or on return of power after an interruption and before shutting down for manual reset or fault correction; adjustable delay time between restart attempts.
- L. Power-Interruption Protection: To prevent motor from re-energizing after a power interruption until motor has stopped, unless "Bidirectional Autospeed Search" feature is available and engaged.
- M. Bidirectional Autospeed Search: Capable of starting VFD into rotating loads spinning in either direction and returning motor to set speed in proper direction, without causing damage to drive, motor, or load.
- N. Torque Boost: Automatically varies starting and continuous torque to at least 1.5 times the minimum torque to ensure high-starting torque and increased torque at slow speeds.
- O. Motor Temperature Compensation at Slow Speeds: Adjustable current fall-back based on output frequency for temperature protection of self-cooled, fan-ventilated motors at slow speeds.

## 2.3 CONTROLS AND INDICATION

- A. Status Lights: Door-mounted LED indicators displaying the following conditions:
- 1. Power on.
  - 2. Run.
  - 3. Overvoltage.
  - 4. Line fault.
  - 5. Overcurrent.
  - 6. External fault.
- B. Panel-Mounted Operator Station: Manufacturer's standard front-accessible, sealed keypad and plain-English-language digital display; allows complete programming, program copying, operating, monitoring, and diagnostic capability.
- 1. Keypad: In addition to required programming and control keys, include keys for HAND, OFF, and AUTO modes.

2. Security Access: Provide electronic security access to controls through identification and password with at least three levels of access: View only; view and operate; and view, operate, and service.
  - a. Control Authority: Supports at least four conditions: Off, local manual control at VFD, local automatic control at VFD, and automatic control through a remote source.
- C. Historical Logging Information and Displays:
  1. Real-time clock with current time and date.
  2. Running log of total power versus time.
  3. Total run time.
  4. Fault log, maintaining last four faults with time and date stamp for each.
- D. Indicating Devices: Digital display mounted flush in VFD door and connected to display VFD parameters including, but not limited to:
  1. Output frequency (Hz).
  2. Motor speed (rpm).
  3. Motor status (running, stop, fault).
  4. Motor current (amperes).
  5. Motor torque (percent).
  6. Fault or alarming status (code).
  7. PID feedback signal (percent).
  8. DC-link voltage (V dc).
  9. Set point frequency (Hz).
  10. Motor output voltage (V ac).
- E. Control Signal Interfaces:
  1. Electric Input Signal Interface:
    - a. A minimum of two programmable analog inputs: 4- to 20-mA dc.
    - b. A minimum of six multifunction programmable digital inputs.
  2. Pneumatic Input Signal Interface: 3 to 15 psig.
  3. Remote Signal Inputs: Capability to accept any of the following speed-setting input signals from the DDC system for HVAC or other control systems:
    - a. 0- to 10-V dc.
    - b. 4- to 20-mA dc.
    - c. Potentiometer using up/down digital inputs.
    - d. Fixed frequencies using digital inputs.
  4. Output Signal Interface: A minimum of one programmable analog output signal(s) (4- to 20-mA dc), which can be configured for any of the following:
    - a. Output frequency (Hz).
    - b. Output current (load).
    - c. DC-link voltage (V dc).

- d. Motor torque (percent).
  - e. Motor speed (rpm).
  - f. Set point frequency (Hz).
5. Remote Indication Interface: A minimum of two programmable dry-circuit relay outputs (120-V ac, 1 A) for remote indication of the following:
- a. Motor running.
  - b. Set point speed reached.
  - c. Fault and warning indication (overtemperature or overcurrent).
  - d. PID high- or low-speed limits reached.
- F. PID Control Interface: Provides closed-loop set point, differential feedback control in response to dual feedback signals. Allows for closed-loop control of fans and pumps for pressure, flow, or temperature regulation.
- 1. Number of Loops: One.

## 2.4 LINE CONDITIONING AND FILTERING

- A. Input Line Conditioning: Based on the manufacturer's recommendations, provide input filtering, as required, to limit total demand (harmonic current) distortion and total harmonic voltage demand at the defined point of common coupling to meet IEEE 519 recommendations.
- B. Output Filtering: Provide a manufacturer's standard load side output filter to limit total harmonic distortion.

## 2.5 ADDITIONAL FEATURES

- A. Multiple-Motor Capability: VFD suitable for variable-speed service to multiple motors. Overload protection shuts down VFD and motors served by it, and generates fault indications when overload protection activates.
  - 1. Configure to allow two or more motors to operate simultaneously at the same speed; separate overload relay for each controlled motor.
  - 2. Configure to allow two motors to operate separately; operator selectable via local or remote switch or contact closures; single overload relay for both motors; separate output magnetic contactors for each motor.
  - 3. Configure to allow two motors to operate simultaneously and in a lead/lag mode, with one motor operated at variable speed via the power converter and the other at constant speed via the bypass controller; separate overload relay for each controlled motor.
- B. Damper control circuit with end-of-travel feedback capability.
- C. Sleep Function: Senses a minimal deviation of a feedback signal and stops the motor. On an increase in speed-command signal deviation, VFD resumes normal operation.
- D. Motor Preheat Function: Preheats motor when idle to prevent moisture accumulation in the motor.

- E. Remote Indicating Circuit Terminals: Mode selection, controller status, and controller fault.
- F. Remote digital operator kit.
- G. Communication Port: Ethernet port, or equivalent connection capable of connecting a printer.

## 2.6 ACCESSORIES

- A. NC bypass contactor auxiliary contact(s).

## 2.7 SOURCE QUALITY CONTROL

- A. Testing: Test and inspect VFDs according to requirements in NEMA ICS 61800-2.
  - 1. Test each VFD while connected to a motor that is comparable to that for which the VFD is rated.
  - 2. Verification of Performance: Rate VFDs according to operation of functions and features specified.
- B. VFDs will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, surfaces, and substrates to receive VFDs, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting performance of the Work.
- B. Examine VFD before installation. Reject VFDs that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for conduit systems to verify actual locations of conduit connections before VFD installation.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install, connect, and fuse thermal-protector monitoring relays furnished with motor-driven equipment.

- B. Comply with NECA 1.

### 3.3 CONTROL WIRING INSTALLATION

- A. Install wiring between VFDs and remote devices and facility's central-control system.
- B. Bundle, train, and support wiring in enclosures.

### 3.4 IDENTIFICATION

- A. Identify VFDs, components, and control wiring. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
  - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  - 2. Label each VFD with engraved nameplate.

### 3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each VFD element, bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- D. Tests and Inspections:
  - 1. Inspect VFD, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
  - 2. Test insulation resistance for each VFD element, component, connecting motor supply, feeder, and control circuits.
  - 3. Test continuity of each circuit.
  - 4. Verify that voltages at VFD locations are within 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Construction Manager before starting the motor(s).
  - 5. Test each motor for proper phase rotation.
  - 6. Perform tests according to the Inspection and Test Procedures for Adjustable Speed Drives stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 7. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 8. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.



- E. VFDs will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies the VFD and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations made after remedial action.

### 3.6 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
- B. Site Testing
  - 1. Test equipment at start-up and record voltage, current, and other significant parameters recorded. The manufacturer shall provide a formal test procedure and forms for recording data. Only factory certified service personnel shall perform start-up service. Proof of certification shall be required prior to equipment approval.
- C. Manufacturer Services: Manufacturer shall provide a factory authorized representative for no less than eight (8) 8-hour days of startup services and training for the OWNER'S personnel for each motor-control center/variable frequency drive, in no less than one (1) trip for each motor-control center/variable frequency drive.

### 3.7 ADJUSTING

- A. Program microprocessors for required operational sequences, status indications, alarms, event recording, and display features. Clear events memory after final acceptance testing and prior to Substantial Completion.
- B. Set field-adjustable switches, auxiliary relays, time-delay relays, timers, and overload-relay pickup and trip ranges.
- C. Adjust the trip settings of instantaneous-only circuit breakers and thermal-magnetic circuit breakers with adjustable, instantaneous trip elements. Initially adjust to 6 times the motor nameplate full-load amperes and attempt to start motors several times, allowing for motor cool-down between starts. If tripping occurs on motor inrush, adjust settings in increments until motors start without tripping. Do not exceed 8 times the motor full-load amperes (or 11 times for NEMA Premium Efficient motors if required). Where these maximum settings do not allow starting of a motor, notify Construction Manager before increasing settings.

### 3.8 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions until controllers are ready to be energized and placed into service.
- B. Replace VFDs whose interiors have been exposed to water or other liquids prior to Substantial Completion.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, reprogram, and maintain VFDs.

END OF SECTION 26 29 23

SECTION 31 2500 – EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section covers the installation and maintenance of erosion control measures for the project.
- B. All necessary precautions to prevent erosion and siltation, as required by the Alabama Department of Environment Management (ADEM). Storm Water Best Management Practices shall be followed, including items specified herein, and other items as required by the Permit.
- C. The Contractor shall maintain all erosion control measures installed on a regular basis. The Contractor shall repair or replace damaged measures at the direction of the Engineer at no additional cost to the Owner.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
  - 1. Section 32 9219 – Seeding and Restoration
- C. Sedimentation and erosion control measures shall conform to the requirements of the most current edition of the following:
  - 1. Alabama NPDES Construction General Permit
  - 2. ADEM and City of Valley Storm Water Management BMP
  - 3. Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), Current Edition.
  - 4. *Alabama Handbook for Erosion Control, Sediment Control, and Storm Water Management on Construction Sites and Urban Areas*
- D. An approved project BMP Plan hereby incorporated by reference has been developed for this project. The Contractor will receive a copy of the BMP Plan at the mandatory pre-construction meeting. The Contractor shall become the day to day operator of the BMP Plan and assume responsibility for the requirements of the BMP Plan including inspections and record keeping.

1.3 SUBMITTALS:

- A. The Contractor shall keep on-site an updated copy of the BMP Plan in accordance with NDPEs permit requirements.

1.4 QUALITY ASSURANCE:

- A. All NPDES permit required inspections shall be performed by the Owner's QCI certified inspector (Inspector).
- B. Any cost incurred by the Contractor for inspection due to delays in construction or overrun of the contract time shall be paid for by the Contractor and shall not be the responsibility of the Owner or Engineer.
- C. Contractor shall be responsible for compliance with the storm water permit, including the BMP Plan. Any fines incurred by the Owner stemming from the storm water permit shall be paid by the Contractor.

**PART 2 - PRODUCTS**

2.1 MATERIALS:

- A. Furnish Stone and Aggregate materials per current ALDOT standards.
- B. Stone for Check Dam: Stone conforming to Division 800 of the current ALDOT Standard Specifications. Size range from 2-inches to 10-inches equally distributed.
- C. Stone for Rip Rap: Class 2 rip rap conforming to Section 814 of the current ALDOT Standard Specifications. Sizes ranging from 10 pounds to 200 pounds equally distributed.
- D. Aggregate for Construction Entrance: Coarse aggregate, with size range of 1.5-inches to 3.5-inches, conforming to Division 800 of the current ALDOT Standard Specifications.
- E. All rolled erosion control products (RECPs) including Temporary Erosion Control Blankets (ECB), and Turf Reinforcement Mat (TRM) shall meet the requirements of Section 860 of the current ALDOT Standard Specifications.
  - 1. Excelsior matting (ECB) shall be installed on all seeded drainage swales, ditches, slopes of 3:1 or steeper, or as directed by the Engineer.
    - a. Provide Curlex® III Long-Term Erosion Control Blanket as manufactured by American Excelsior Company or approved equivalent. The ECB shall provide seed and topsoil protection for up to 36 months.
- F. Non-Woven Geotextile Fabric underlaying construction entrances and rock ditch checks shall meet the requirements of the current ALDOT Standard Specifications.

2.2 SILT FENCE:

- A. The height of silt fence shall not exceed 36 inches (0.9 m). Storage height and ponding height shall never exceed 18 inches (0.5 m).
- B. The standard-strength filter fabric shall be stapled or wired to the fence, and 6 inches (0.2 m) of the fabric shall extend into the trench.

- C. When standard-strength filter fabric is used, a 4"x4" 12-x12-gauge steel wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1-inch (25.4 mm) long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2-inches (51 mm) and shall not extend more than 36-inches (0.9 m) above the original ground surface.
- D. When extra-strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts.

2.3 INLET FILTER:

- A. A filter shall be used at any storm water inlet during construction to filter runoff where soils have been disturbed.
- B. The filter shall be a weighted sediment tube filter with a diameter of 9.5-inches at the ends and tapering to 5 inches in the center. Lengths shall be 6 to 9 feet with a build-in triangular overflow for relief during high-intensity storm events.
- C. Unit Weight: 13 lbs/ft
- D. Interior Filter
  - 1. Materials: Shredded, recycled tire rubber particles with less than 2% metal and the rubber shall be washed during manufacturing.
  - 2. Particle Size: ½ inch to ¾ inch particle size
- E. The geotextile bag shall have
  - 1. Percent Open Area: 8%
  - 2. Apparent Opening Size: 30 U.S. Sieve
  - 3. Grab Tensile Strength: 400 lbs
  - 4. Flow Rate: 115 gal/min/ft<sup>2</sup>
  - 5. Puncture Strength: 125 lbs

2.4 TURBIDITY CURTAINS:

- A. Turbidity Curtains shall be placed at locations shown on the Drawings or as deemed necessary by the Engineer.
- B. Curtains shall be Type I DOT with 6" or 8" square foam filled floats. The fabric shall be 18 oz. PVC, as manufactured by GEI Works or approved equivalent.

2.5 SEDIMENT TUBES:

- A. Sediment tubes shall conform to the requirements of the current ALDOT specifications.
  - 1. Sediment tubes shall be composed of compacted geotextile, curled excelsior wood fiber, natural coconut fiber, hardwood mulch, growing media or a mixture of these materials enclosed by a flexible netting material and utilize an outer netting that consists of

seamless high-density polyethylene, photodegradable material treated with ultraviolet stabilizers or a seamless, high-density polyethylene, non-degradable material.

2. Straw, straw fiber, straw bales, pine needles and/or leaf mulch shall not be used.
3. Curled excelsior wood fiber or natural coconut fiber RECPs rolled up to create a sediment tube device shall not be used.
4. Anchor posts shall be steel posts minimum of 48" long
5. Sediment tube diameter shall be between 18" and 24". The mass per unit length shall be 3-lb/ft for 18" tubes and 4-lb/ft for 24" tubes with a 10% margin of error.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION:

- A. Install all Erosion and Sediment Control BMPs in accordance with BMP Handbook, the project BMP Plan, and local requirements.
- B. Check Dam
  1. Determine length required for ditch or depression slope and excavate, backfill, and compact foundation area to firm, even surface.
  2. Install filter fabric prior to rock installation.
  3. Place Class B erosion control stone in an even distribution of rock pieces with minimum voids to the indicated shape, height, and slope.
- C. Temporary Construction Entrances
  1. Install construction entrances per the details shown on Drawings. Minimum thickness is 6 inches.
  2. Mound aggregate near intersection with public road to prevent site runoff entering road.
  3. Periodically dress entrances with 2-inch thick course aggregate when aggregate becomes clogged with soil.
- D. Silt and Turbidity Curtain
  1. Install per manufacturer's recommendations.
- E. Erosion Control Blanket
  1. Install per manufacturer's recommendations.
- F. Turf Reinforcement Mat
  1. Install per manufacturer's recommendations.
- G. Silt Fence
  1. The fence line shall follow the contour as closely as possible.

2. If possible, the filter fabric shall be cut from a continuous roll to avoid the use of joints. When joints are necessary, filter cloth shall be spliced only at a support post, with a minimum 6 inch (0.2 m) overlap and both ends securely fastened to the post.
3. Posts shall be spaced a maximum of 10 feet (3.1 m) apart and driven securely into the ground (minimum of 12 inches (0.3 m)). When extra-strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet (1.8 m).
4. Turn the ends of the fence uphill.
5. A trench shall be excavated approximately 4 inches (101 mm) wide and 6 inches (0.2 m) deep along the line of posts and upslope from the barrier.
6. The trench shall be backfilled and the soil compacted over the toe of the filter fabric.
7. Silt fences placed at the toe of a slope shall be set at least 6 feet (1.8 m) from the toe in order to increase ponding volume.
8. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized and any sediment stored behind the silt fence has been removed.
9. Silt fences and filter barriers shall be inspected weekly after each significant storm (1 inch (25.4 mm) in 24 hour). Any required repairs shall be made immediately.
10. Sediment should be removed when it reaches 1/3 height of the fence or 9 inches (0.3 m) maximum.
11. The removed sediment shall conform to the existing grade and be vegetated or otherwise stabilized.

3.2 CLEANING:

- A. When sediment accumulation in sedimentation structures has reached a point one-half depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one-half channel depth.

3.3 INSPECTION AND MAINTENANCE:

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- B. It is the Contractor's responsibility to perform all required inspections in accordance with all Authorities having Jurisdiction.
- C. Contractor is responsible for continually maintaining all temporary erosion control measures until permanent measures are properly installed and performing as required.

3.4 TEMPORARY AND PERMANENT SEEDING:

- A. Apply temporary or permanent seeding to restrain erosion on all disturbed areas as soon as practical but in no case longer than 14 calendar days following temporary or permanent cessation of construction whether or not the area is being used for construction access.

3.5 REMOVAL AND FINAL CLEANUP:

- A. Soil and erosion measures are to be maintained and remain in place until the disturbed area is stabilized and inspected by the Owner.
- B. Once the Notice of Termination has been submitted by the Engineer, the Contractor shall remove and dispose offsite all erosion and sediment control device and other remaining items. Dispose of all silt and waste materials offsite in a proper manner. Complete final restoration activities.

END OF SECTION 31 2500



SECTION 32 3113 – CHAIN LINK FENCE & GATES

PART 1 - GENERAL

1.1 SUMMARY:

- A. Galvanized coated chain link fencing and accessories for commercial and industrial use.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
  - 1. Section 03 3000 – Concrete

1.3 SUBMITTALS:

- A. Changes in specifications may not be made after the bid date.
- B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- C. Product data: Manufacturer’s catalog cuts indicating material compliance and specified options.
- D. Gate Operator: Provide drawings showing layout and typical locations for all equipment that is being supplied.

1.4 QUALITY ASSURANCE:

- A. Gate Operator (if applicable):
  - 1. Have at least two (2) years previous experience in gate operator installations.
  - 2. Installer must provide service after the sale and be able respond in a reasonable time should trouble occur.
  - 3. Installer must provide references from job of a like nature.

1.5 WARRANTY:

- A. Provide Manufacturer’s standard 12-year limited warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURER:

- A. Products from qualified manufacturers having a minimum of five (5) years’ experience manufacturing galvanized coated chain link fencing will be acceptable by the architect as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size gauge of metal parts and fabrication.

- B. Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

**2.2 CHAIN LINK FENCE FABRIC:**

- A. Galvanized wire: Zinc coated Wire, ASTM A 392 - 1.2oz/sf. Wire Spec-A817-83, Class 1.
- B. Size: Helically wound and woven to height as indicated on drawings with 2" diamond mesh, 9 gauge, with a wire diameter of 0.148 inch and a breakload of 1,290 lbf.
- C. Selvage of fabric twisted at top and knuckled at bottom.

**2.3 STEEL FENCE FRAMING:**

- A. Steel pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 30,000 psi (205 MPa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft<sup>2</sup> (550 g/m<sup>2</sup>) of coated surface area.
- B. Member Sizes
  - 1. End and Corner Post 2.375" od, 3.65 lbs/ft
  - 2. Line (intermediate) Post 1.9" od, 2.72 lbs/ft
  - 3. Rail and Braces 1.66" od, 2.27 lbs/ft

**2.4 ACCESSORIES:**

- A. Chain link fence accessories: [ASTM F 626] Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- B. Post caps: Formed steel or cast malleable iron weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. (Where top rail is used, provide tops to permit passage of top rail.)
- C. Top rail and rail ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Top rail sleeves: 7" (178 mm) expansion sleeve with a minimum .137" wire diameter and 1.80" length spring, allowing for expansion and contraction of top rail.
- E. Wire ties: 9 gauge, 0.148", galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge, 0.092", for rails and braces. Hog ring ties of 12-1/2 gauge, 0.0985", for attachment.
- F. Brace and tension (stretcher bar) bands: Pressed steel, minimum 300 degree profile curvature for secure fence post attachment. At square post provide tension bar clips.
- G. Tension (stretcher) bars: One-piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm). Provide tension (stretcher) bars where chain link fabric meets terminal posts.
- H. H. Tension wire: Galvanized coated steel wire, 6 gauge, 0.192", and diameter wire with tensile strength of 75,000 psi.
- I. Truss rods & tightener: Steel rods with minimum diameter of 5/16" (7.9 mm). Capable of withstanding a tension of minimum 2,000 lbs.

- J. Barbed wire:[ ASTM A 121] Class 3, zinc coated steel wire double-strand, 12-1/2 gauge [0.099”(2.51mm)] twisted line wire with galvanized steel, 4 point barbs spaced approximately 5” (127mm) on center.
- K. Barbed wire supporting arms: Pressed steel arms with provisions for attaching 3 rows or barbed wire. Arms shall withstand 250 lb. (113.5kg) downward pull at the outermost end of arm without failure.
  - 1. Provide 45° sloped outward, 3 strands, single arm.
  - 2. Provide intermediate arms with hole for passage of top rail.
- L. Nuts and bolts are galvanized.
- M. Privacy slats shall be installed around the perimeter of the BPS chain link fence. (Color to be selected by the Owner).
- N. Furnish and install four (4) 24” x 24” aluminum signs. DANGER – High Voltage, Keep Out.

**2.5 SETTING MATERIALS:**

- A. Concrete: Minimum 28-day compressive strength of 3,500 psi.

**2.6 SWING GATE:**

- A. General: Comply with ASTM F 900 for single and double swing gate types.
  - 1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.
  - 2. Metal Pipe and Tubing: Aluminum. Comply with ASTM B 429 and ASTM F 1043 for materials and protective coatings.
- B. Gate Frame Finish: Natural Aluminum
- C. Chain Link Filler Finish: Aluminized - ASTM A 491, gauge to match fence. Install fabric with hook bolts and tension bars at all four (4) sides (no substitution). Attach to gate frame at not more than 15-inches on center.
- D. Bracing: Provide diagonal adjustable length truss rods of 3/8” galvanized steel, in each panel of gate frames.
- E. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.
- F. Gates posts:
  - 1. For gates under 31’-0”’: galvanized steel 4” OD schedule 40 pipe, ASTM F 1083, weighing 9.1 lb/ft. Provide one (1) latch post and two (2) support posts for single slide gates and four (4) support posts for double slide gates.
  - 2. For gates 31’-0” or larger; 2 pairs of support posts for each leaf 4” OD schedule 40 pipe, ASTM F 1083, weighing 9.1 lb/ft each. Posts connected by welding 6-inch x 3/8 inch plate between posts as shown on drawings. Also one (1) 4” latch post.
  - 3. Finish to match fence.
- G. Hardware: Latches permitting operation from both sides of gate, hinges and keepers for each gate leaf.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION:

- A. Verify areas to receive fencing are completed to final grades and elevations. Do not begin installation before final grading is completed, unless otherwise permitted by the Engineer.
- B. Ensure property lines and legal boundaries of work are clearly established.
- C. Make field measurements and verify locations before installation.
- D. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)

#### 3.2 CHAINLINK FENCE FRAMING INSTALLATION:

- A. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly at 10' on center.
- D. Concrete set terminal, line, and gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6 deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
  - 1. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
- G. Tension wire: Provide tension wire at bottom of fabric and at top, if top rail is not specified. Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge, 0.0985" hog rings 24" oc.
- H. Top rail: Install lengths, 21'. Connect joints with sleeves for rigid connections for expansion/contraction
- I. Center Rails (for fabric height 12' and over). Install mid rails between posts with fittings and accessories.
- J. Bottom Rails: Install bottom rails between posts with fittings and accessories.

#### 3.3 CHAINLINK FABRIC INSTALLATION:

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2” between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15” on center and to rails, braces, and tension wire at 24” on center.
- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15” on center.

**3.4 ACCESSORIES:**

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.
- C. Barbed wire: Uniformly space parallel rows of barbed wire on security side of fence. Pull wire taut and attach in clips or slots of each extension.

**3.5 GATE INSTALLATION:**

- A. Install gateposts in accordance with manufacturer’s instructions.
- B. Install gates plumb, level, and secure for full opening without interference.
- C. Attach hardware by means, which will prevent unauthorized removal.
- D. Adjust hardware for smooth operation.
- E. Cleaning
  - 1. Clean up debris and unused material, and remove from the site.

**3.6 ADJUSTING:**

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Automatic Gate Operator: Energize circuits to electrical equipment and devices. Adjust operators, controls, safety devices, and limit switches.
  - 1. Hydraulic Operator: Purge operating system, adjust pressure and fluid levels, and check for leaks.
  - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Lubricate hardware and other moving parts.

END OF SECTION 32 3113

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SECTION 32 9219 – SEEDING AND RESTORATION

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work described in this section includes site restoration material and general installation.

1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
1. Division 02 – 33 Sections

1.3 SUBMITTALS:

- A. Submit the following items in accordance with Section 01 3300 – Submittal Procedures
1. Product Data for fertilizer and seeds.

PART 2 - PRODUCTS

2.1 TOPSOIL:

- A. This Contractor shall furnish topsoil in sufficient quantity, to complete grading and planting operations as specified.
- B. Characteristics of topsoil to be furnished:
1. Fertile, friable, naturally occurring. Free of stones, clay, lumps, hardpan, roots, stumps, branches, sticks and other debris larger than two (2) inches in any dimension; free of noxious weeds, grasses, seeds, plants, extraneous matter and any substance harmful to plant growth.
  2. pH: 5.0 to 7.0
  3. Organic Matter: 5% to 10%
  4. Permeability Rate of 5 x 10<sup>-3</sup> centimeters or greater at 85% compaction.
  5. Topsoil from project site may stockpiled and used if it meets the above criteria. Stockpiled topsoil must be protected from weather and construction traffic until it is placed.

2.2 SEEDING MIXES:

- A. All seed shall meet the requirements of these specifications and comply with applicable state law. The type of grass seed to be planted shall meet the approval of the Owner. Seed shall be delivered in sealed bags, properly labeled. Seeds of legumes shall be inoculated just before use with the appropriate culture. Seed mixtures shall be applied at the rate in pounds per acre and with the seasonal limitations shown in the Drawings.

2.3 FERTILIZER AND LIME:

- A. After ground preparation is complete, the area to be seeded shall have commercial fertilizer (800 lbs./acre: 13-13-13) and lime (1.5 ton/acre: dolomitic or calcitic lime) applied at the applicable rate.

2.4 HYDRO SEEDING:

- A. Hydro seeding may be used in areas deemed necessary by the Engineer. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed together.

2.5 MULCHING:

- A. Areas with permanent grass seed and covered with slope mats or blankets will not require mulch.
- B. Mulching shall consist of covering areas that have been grassed or as otherwise specified with straw. Straw shall be threshed oats, pine, wheat, or rye, and shall be applied at the rate of 1-1/2 tons per acre. Mulch materials shall be free of seeds detrimental to the project.
- C. Mulch shall be free from leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign material and any substances harmful to plant growth.

**PART 3 - EXECUTION**

3.1 SITE PREPARATION:

- A. Bring the planting area to final grade and install the necessary erosion control measures.
- B. Divert concentrated flows away from the seeded area.
- C. Conduct soil test to determine pH and nutrient content. Roughen the soil by harrowing, tracking, grooving or furrowing.
- D. Apply amendments as needed to adjust pH to 6.0-7.5. Incorporate these amendments into the soil.
- E. Prepare a 3-5 inch (76-127 mm) deep seedbed, with the top 3-4 inches (76-102 mm) consisting of topsoil.



- F. The seedbed should be firm but not compact. The top three inches of soil should be loose, moist and free of large clods and stones.
- G. The topsoil surface should be in reasonably close conformity to the lines, grades and cross sections shown on the grading plans.

3.2 SEEDING:

- A. Seed to soil contact is the key to good germination.
- B. Furnish, sow, establish and maintain an acceptable growth of specified grass over all disturbed areas not otherwise designated to receive planting, mulch or sod.
- C. Sowing seed shall, in general, follow promptly after incorporation of fertilizer in a uniform manner.
- D. Sowing shall be done by approved mechanical seeders. Without prejudice to power equipment or seeders of other types and makes, hand operated cyclone sowers, in sufficient number, will be considered mechanical seeders. No sowing shall be done during windy weather, or when the prepared surface is crusted, or when the ground is frozen, wet or otherwise in a non-tillable condition.
- E. Immediately after sowing, the seeded area shall be harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil one and one fourth inches (1-¼") thick. After seed is properly covered, the seeded area shall be compacted immediately by means of a cultipacker, light roller, or approved drag.
- F. Care shall be exercised during covering operations to preserve the line, grade and cross-section of the seeded areas and to see that areas adjacent to pavement, curbs, etc., are not left higher than the paved surface.
- G. The Contractor shall water, fill washes, and otherwise protect and maintain the seeded areas until the contract is accepted. It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass, a satisfactory stand being defined as a complete cover of living grass (limited to species expected to germinate in the current season).
- H. Should the site be ready for seeding during a season when, in the opinion of the Engineer, the specified grass will not form a satisfactory cover, establish a cover of Winter Rye and reseed specified grass at earliest time when acceptable growth can be established at no additional cost to the Owner.

3.3 HYDRO SEEDING:

- A. Apply hydro seeding as follows:
  - 1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch with seed and fertilizer at a minimum coverage of 1,500 to 2,000 lbs/acre.
  - 2. Prepare the ground for hydro seeding the same as for conventional seeding.

3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.
4. Agitate the slurry mixture during application.
5. Discharge slurry within one hour after being combined in the hydro seeder. Do not hydro seed when winds prevent an even application.
6. Closely follow the equipment manufacturer's directions unless the Engineer modifies the application methods.

3.4 MULCHING:

- A. Apply mulch to seeded areas at specified rate within 24 hours after the area has been seeded.
- B. Evenly apply straw or hay mulch between ¾ inch and 1½ inch deep, according to the texture and moisture content of the mulch material.
- C. Mulch shall allow sunlight to penetrate and air to circulate as well as shade the ground, reduce erosion, and conserve soil moisture. If the type of mulch is not specified on the Plans or in the Specifications, use any of the following as specified.
  1. Mulch with Tackifier: Apply mulch with tackifier regardless of whether using ground or hydro seeding equipment for seeding.
    - a. Mulch uniformly applied manually or with special blower equipment designed for the purpose.
    - b. After distributing the mulch initially, redistribute it to bare or inadequately covered areas in clumps dense enough to prevent new grass from emerging (if required).
    - c. Do not apply mulch on windy days.
    - d. Apply enough tackifier to the mulch to hold it in place. Immediately replace mulch that blows away. If distributing the mulch by hand, immediately apply the tackifier uniformly over the mulched areas.
  2. Walked-in-Mulch: Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 and treat as follows:
    - a. Immediately walk it into the soil with a cleated track dozer. Make dozer passes vertically up and down the slope.

3.5 INSPECTION AND MAINTENANCE:

- A. Newly seeded areas need to be inspected frequently to ensure the grass is growing.
  1. Repair damage caused by pedestrian and/or vehicular traffic, or other causes.
  2. If the seeded area is damaged due to runoff, additional stormwater measures may be needed.
- B. Satisfactory Stand
  1. The acceptance of areas designated to be seeded under this Section will be based on verification of a satisfactory stand of grass as determined by an on-site observation by the Engineer.

2. A satisfactory stand is defined as a cover of living grass of specified species, after true leaves are formed in which no gaps larger than five (5) inches square occur. Areas viewed by the Engineer to be solid rock will be exempt from this requirement.
  3. If a satisfactory stand is not established in any area, the area shall be reseeded until a satisfactory stand is established, without additional compensation.
- C. Spot seeding can be done on small areas to fill in bare spots where grass did not grow properly.

END OF SECTION 32 9219

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Section 46 1000 - Submersible Non-Clog Wastewater Pumps

REQUIREMENTS

Furnish and install two (2) submersible non-clog wastewater pumps. Each pump shall be equipped with an 5 HP submersible electric motor connected for operation on 230 volts, 3 phase, 60 hertz, 4 wire service, with 50 feet of submersible cable (SUBCAB) suitable for submersible pump applications. The power cable shall be sized according to NEC and ICEA standards and have P-MSHA Approval.

PUMP DESIGN CONFIGURATION

The pump shall be supplied with a mating cast iron 4 inch discharge connection and be capable of delivering 200 GPM at 31.5 FT. TDH. An additional point on the same curve shall be 500 GPM at 19 feet total head. Shut off head shall be 45 feet (minimum). The pumps shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the wet-well. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable. No portion of the pump shall bear directly on the sump floor. Each pump shall be fitted with 20 feet of stainless steel lifting chain. The working load of the lifting system shall be 50% greater than the pump unit weight.

PUMP CONSTRUCTION

Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. The lifting handle shall be of stainless steel. All exposed nuts or bolts shall be AISI type 316 stainless steel construction. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

Sealing design shall incorporate **metal-to-metal contact** between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or optional Viton rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

COOLING SYSTEM

Motors are sufficiently cooled by the surrounding environment or pumped media. A water jacket is not required.

CABLE ENTRY SEAL

The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the body containing a strain relief function, separate from the function of sealing the cable. The assembly shall provide ease of changing the cable when

necessary using the same entry seal. **The cable entry junction chamber and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the interior from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.**

#### MOTOR

The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of bolts, pins or other fastening devices requiring penetration of the stator housing is not acceptable. The motor shall be designed for continuous duty handling pumped media of 40°C (104°F) and capable of no less than 30 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of cast aluminum. Thermal switches set to open at 125°C (260°F) shall be embedded in the stator end coils to monitor the temperature of each phase winding. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel. The junction chamber containing the terminal board, shall be hermetically sealed from the motor by an elastomer compression seal. Connection between the cable conductors and stator leads shall be made with threaded compression type binding posts permanently affixed to a terminal board. The motor and the pump shall be produced by the same manufacturer.

The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be designed for operation up to 40°C (104°F) ambient and with a temperature rise not to exceed 80°C. A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output kW and efficiency. This chart shall also include data on starting and no-load characteristics. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out. The motor shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices. The outer jacket of the cable shall be oil resistant chlorinated polyethylene rubber. The cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

#### BEARINGS

The pump shaft shall rotate on two bearings. Motor bearings shall be permanently grease lubricated. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be a two row angular contact bearing to compensate for axial thrust and radial forces. **Single row lower bearings are not acceptable.** The minimum L<sub>10</sub> bearing life shall be 50,000 hours at any usable portion of the pump curve.

#### MECHANICAL SEAL

Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary and one positively driven rotating, corrosion and abrasion resistant tungsten-carbide ring. The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall contain one stationary and one positively driven rotating, corrosion and abrasion resistant tungsten-carbide seal ring.

Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment nor **depend on direction of rotation for sealing**. The position of both mechanical seals shall depend on the shaft. Mounting of the lower mechanical seal on the impeller hub will not be acceptable. For special applications, other seal face materials shall be available.

**The following seal types shall not be considered acceptable or equal to the dual independent seal specified:** shaft seals without positively driven rotating members, or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces. No system requiring a pressure differential to offset pressure and to effect sealing shall be used.

Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity. The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside. The seal system shall not rely upon the pumped media for lubrication. **The motor shall be able to operate dry without damage while pumping under load.**

Where a seal cavity is present in the seal chamber, the area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

**Seal lubricant shall be FDA Approved, nontoxic.**

#### PUMP SHAFT

Pump and motor shaft shall be the same unit. The pump shaft is an extension of the motor shaft. Couplings shall not be acceptable. The shaft shall be stainless steel – ASTM A479 S43100-T. If a shaft material of lower quality than stainless steel – ASTM A479 S43100-T is used, a shaft sleeve of stainless steel – ASTM A479 S43100-T is used to protect the shaft material. However, shaft sleeves only protect the shaft around the lower mechanical seal. No protection is provided in the oil housing and above. Therefore, the use of stainless-steel sleeves will not be considered equal to stainless steel shafts.

#### IMPELLER

The impeller shall be of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall

provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

VOLUTE / SUCTION COVER

The pump volute shall be a single piece grey cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The insert ring shall be cast of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron) and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

PROTECTION

All stators shall incorporate thermal switches in series to monitor the temperature of each phase winding. The thermal switches shall open at 125°C (260°F), stop the motor and activate an alarm.

A leakage sensor shall be available as an option to detect water in the stator chamber. The Float Leakage Sensor (FLS) is a small float switch used to detect the presence of water in the stator chamber. When activated, the FLS will stop the motor and send an alarm both local and/or remote. **USE OF VOLTAGE SENSITIVE SOLID STATE SENSORS AND TRIP TEMPERATURE ABOVE 125°C (260°F) SHALL NOT BE ALLOWED.**

The thermal switches and FLS shall be connected to a Mini CAS (Control and Status) monitoring unit. The Mini CAS shall be designed to be mounted in any control panel.

END OF SECTION 46 1000