

BID DOCUMENTS

**2020 PROJECT
CONTRACT #2
OFFICE BUILDING**

FOR

**LARUE COUNTY WATER DISTRICT #1
LARUE COUNTY, KENTUCKY**

MAY 2020

Prepared By



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**LARUE COUNTY WATER DISTRICT #1
BUFFALO, KENTUCKY
2020 PROJECT
CONTRACT #2 OFFICE BUILDING**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **2020 PROJECT CONTRACT #2 OFFICE BUILDING** will be received, by **Larue County Water District #1**, at the office of the **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716**, until **1:00 PM** local time on **June 8th, 2020** at which time the Bids received will be **publicly** opened and read. The Project consists of constructing a **new office building**.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Cann-Tech, LLC, 1100 Glensboro Road, Suite 9, Lawrenceburg, KY, 40342, (502) 859-0907**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at **Builders Exchange of Louisville, 2300 Meadow Drive, Louisville, KY**; the office of the **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716**, on Mondays through Fridays between the hours of **9:00 AM and 4:00 PM**; and the office of the Engineer, **Cann-Tech, LLC, 1100 Glensboro Road, Suite 9, Lawrenceburg, KY**, on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM**.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$ 350 for each set. Checks for Bidding Documents shall be payable to **"Lynn Imaging"**. Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. 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.

A pre-bid conference will be held at **N/A** local time on **N/A** at the **N/A**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

OWNER reserves the right to reject any and all bids and any portion or item set forth on any bid.

Larue County Water District #1 is an Equal Opportunity Employer.

Owner: **Larue County Water District #1**

By: **John Detre**

Title: **Chairman**

Date: **XXXXXXX, XXXX**

+ + END OF ADVERTISEMENT FOR BIDS + +

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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.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, after submitting its Bid and within [7] days of Owner’s request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. [Evidence of Bidder’s authority to do business in the state where the Project is located.]
- B. [Bidder’s state or other contractor license number, if applicable.]
- C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”]
- D. [Other required information regarding qualifications]

[or]

~~3.01 Prospective Bidders shall submit required information regarding their qualifications by [] [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:~~

- ~~A. [Evidence of prospective Bidder’s authority to do business in the state where the Project is located.]~~
- ~~B. [Prospective Bidder’s state or other contractor license number, if applicable.]~~
- ~~C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”]~~
- ~~D. [Other required information regarding qualifications]~~

[or]

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. [Evidence of Bidder's authority to do business in the state where the Project is located.]
 - B. [Bidder's state or other contractor license number, if applicable.]
 - C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. [Other required information regarding qualifications]
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *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.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - 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 Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR 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.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder 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.
- D. Bidder shall 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.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

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

4.05 *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 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work...including but not limited to American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of

- the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 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 Documents, 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 Documents 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. Such forfeiture shall 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 seven days after the Effective Date of the Contract or ~~61~~ **91** 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 seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, **[Milestones are to be achieved and]** the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

[or]

- ~~9.01 Bidder shall set forth in the Bid the time by which Bidder shall achieve Substantial Completion, subject to the restrictions established in Paragraph 14.04 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. **[If applicable include the following: Bidder shall also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.]** 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).~~

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 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 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- ~~11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~

~~**[or]**~~

- 11.01 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 at least 15 days prior to the date for receipt of Bids **in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal”**. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include Manufacturer’s Certification letter for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents. 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 prospective Bidders. Bidders shall not rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.**

- 11.02 All prices that Bidder sets forth in its Bid shall 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.
- 11.03 **If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.**

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- ~~12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~
- ~~12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.~~
- 12.03 **If required by bid documents.** The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: ***[drafter should here list key categories of the Work; depending on the Project this might include electrical, fire protection, major equipment items, etc.]***
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall 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.
- 12.04 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, Suppliers, or

other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity 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 7.06 of the General Conditions.

- 12.05 **Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.**
- 12.06 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06**

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall 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.”
- 13.02 A Bid by a corporation shall 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 shall be shown.
- 13.03 A Bid by a partnership shall 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 partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall 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 firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

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

14.02 *Allowances*

- A. For cash allowances the Bid price shall 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.

~~14.03 *Price-Plus-Time Bids*~~

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- ~~B. Bidder shall designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder shall be less than or equal to a maximum of [____], but not less than the minimum of [____]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- ~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- ~~E. [Bidder shall also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments shall be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.]~~

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of 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 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall 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 shall 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 shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716.**

- 15.03 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 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A 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.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 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, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 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.

~~{or}~~

- ~~17.01 Bids will be opened privately.~~

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 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 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. 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, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not 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. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. 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.

~~B. For the determination of the apparent low Bidder when cost plus bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

~~C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion (in calendar days) times the rate for liquidated damages [or other Owner designated daily rate] (in dollars per day).~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

19.04 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.

19.05 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 20 – BONDS AND INSURANCE

20.01 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 and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall 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 shall 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 ten days

thereafter, Owner shall 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 22 – SALES AND USE TAXES~~

~~22.01 Owner is exempt from [] state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. []). Said taxes shall not be included in the Bid. Refer to Paragraph SC 7.09 of the Supplementary Conditions for additional information.~~

~~ARTICLE 23 – CONTRACTS TO BE ASSIGNED~~

ARTICLE 24 – WAGE RATES REQUIREMENTS

- 24.01 If the contract price in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 24.02 Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

BID FORM

2020 PROJECT CONTRACT #2 OFFICE BUILDING

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Larue County Water District #1
- 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 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~ **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work and including all American Iron and Steel requirements.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. 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.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

[SUGGESTED FORMATS FOR LUMP SUM BID]

1.	New Office Building	\$
2.	Security System Allowance	\$ 50,000.00

Total of All Lump Sums \$ _____

[SUGGESTED FORMAT FOR PRICE-PLUS-TIME BID]

Total Bid Price \$ _____.

Total number of calendar days to substantially complete the Work: _____ days.

Liquidated Damages Rate (from Agreement): \$ _____ /day.

NOTE(S) TO USER:

[Drafter should fill in the Liquidated Damages Rate, from Agreement, for use by all Bidders.]

Amount for Comparison – Total Bid Price + (Calendar days for completion x Liquidated Damages Rate) = _____.

The purpose of the formula above is only to calculate the lowest price plus time bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Guaranteed Maximum Price: \$ _____.

Total number of calendar days to substantially complete the Work: _____ days.

Liquidated Damages Rate (from Agreement): \$ _____ /day. ***[Drafter should fill in the Liquidated Damages Rate, from Agreement, for use by all Bidders.]***

Amount for Comparison = Guaranteed Maximum Price + (Calendar days for completion x Liquidated Damages Rate) = _____.

The purpose of the formula above is only to calculate the lowest price plus time bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

[SUGGESTED FORMATS FOR COST PLUS FEE BID]

The cost of the Work (other than Unit Price and other excluded Work), determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price:

NOTE(S) TO USER:

Select one of the following methods to determine the Bidder's fee.

Contractor's fee will be a fixed sum of \$ _____.

{or}

Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions:

	<u>Percent</u>
Payroll costs	_____
Material and Equipment Costs	_____
Amounts paid to Subcontractors	_____
Amounts paid to special consultants	_____
Supplemental costs	_____

None of the costs described in Paragraph 13.01.C of the General Conditions will be included in determining Contractor's fee.

The maximum amount payable to Contractor on account of this percentage fee will not exceed: \$ _____.

The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$ _____.

ARTICLE 6 – TIME OF COMPLETION

6.01 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.

{or}

~~6.01 Bidder agrees that the Work will be substantially complete on or before _____, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.~~

{or}

~~6.01 Bidder agrees that the Work will be substantially complete within _____ 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 _____ calendar days after the date when the Contract Times commence to run.~~

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 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. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor’s License No.: [REDACTED] **[or]** Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in Supplemental General Conditions;**
- I. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);**
- J. **If Bid amount exceeds \$100,000, signed RD instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.**
- K. **Manufacturers’ Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.**

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name]

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*): **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716**

BID

Bid Due Date:

Description: **Contract #2 – Office Building**

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder’s Name and Corporate Seal (Seal)

Surety’s Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

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

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

Project Name: _____

TYPE OF WORK: _____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

NOTICE OF AWARD

Date of Issuance: XXXX XX, 2020

Owner: Larue County Water District

Owner's Contract No.:

Engineer: Cann-Tech, LLC

Engineer's Project No.:

Project: Contract #2 – Office Building

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated XXXXX XX, 2020 for the above Contract, and that you are the Successful Bidder and the Owner intends to award this Contract for:

Sewer System Improvements pending successful funding from USDA and CDBG.

The Contract Price of the awarded Contract is: \$ _____ subject to unit prices

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 5 days of the date of this Notice of Award:

1. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
2. Other conditions precedent (if any):

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Larue County Water District #1 (“Owner”) and
_____ (“Contractor”).

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:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Contract #2 – Office Building**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Cann-Tech, LLC**

3.02 The Owner has retained **Cann-Tech, LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **180** 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 **210** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence 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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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 in Paragraph 4.02.A 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.

4.04 [Deleted]

Special Damages

- ~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

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 other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the [] 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 Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, 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).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of [] percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. 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.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 2 to GC-73, inclusive).
 - 6. Supplementary Conditions (pages 1 to 13, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
 9. Addenda (numbers to , inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 11. 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.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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 Documents.

10.03 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.

10.04 Severability

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

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:
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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, 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:

Larue County Water District

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

6215 N L & N Turnpike

Buffalo, KY 42716

License No.: _____
(where applicable)

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

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents. **The Application for Payment form to be used on this project is EJCDC C-620 (2013), or RD Form 1927-7.**
 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. **The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.**
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

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

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

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer,

ordering an addition, deletion, or revision in the Work. **A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.**

49. **Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.**
50. **Agency – The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Services programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.**

1.02 *Terminology*

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

some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols. **Special requirements for electronic data apply to the Project. See attached Exhibit entitled "Electronic Communications Protocol Addendum," Consensus DOCS form 200.2.**
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of

each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

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

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. None.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

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

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later

than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

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

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner

~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

Not Used.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take

corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

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

industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

K. **The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

1. WORKERS' COMPENSATION, AND RELATED COVERAGES UNDER PARAGRAPHS 6.03.A.1 AND A.2 OF THE GENERAL CONDITIONS:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ _____
Bodily injury by disease, aggregate	\$ _____
Employer's Liability:	
Bodily injury, each accident	\$ _____
Bodily injury by disease, each employee	\$ _____
Bodily injury/disease aggregate	\$ _____
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ _____
Foreign voluntary worker compensation	<u>Statutory</u>

2. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY UNDER PARAGRAPHS 6.03.B AND 6.03.C OF THE GENERAL CONDITIONS:

General Aggregate	\$ _____
Products - Completed Operations Aggregate	\$ _____
Personal and Advertising Injury	\$ _____
Each Occurrence (Bodily Injury and Property Damage)	\$ _____

3. AUTOMOBILE LIABILITY UNDER PARAGRAPH 6.03.D. OF THE GENERAL CONDITIONS:

Bodily Injury:

Each person	\$ _____
Each accident	\$ _____
Property Damage:	
Each accident	\$ _____
[or]	
Combined Single Limit of	\$ _____

4. EXCESS OR UMBRELLA LIABILITY:

Per Occurrence	\$ _____
General Aggregate	\$ _____

[SEE PARAGRAPH 6.03.E OF THE GENERAL CONDITIONS.]

[IF OWNER REVISES THE STANDARD TERMS BY DELETING THE REQUIREMENT THAT CONTRACTOR PROVIDE EXCESS OR UMBRELLA LIABILITY INSURANCE, THEN OWNER SHOULD CONSIDER REQUIRING (IN SC-6.03.K.2) THAT “THE AGGREGATE LIMITS UNDER SC-6.03.K.2 (COMMERCIAL GENERAL LIABILITY) BE MAINTAINED FULLY AVAILABLE FOR THIS CONTRACT BY OBTAINING AND MAINTAINING A DESIGNATED CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT ENDORSEMENT, OR EQUIVALENT.”]

5. CONTRACTOR’S POLLUTION LIABILITY:

Each Occurrence	\$ _____
General Aggregate	\$ _____

If box is checked, Contractor is not required to provide Contractor’s Pollution Liability insurance under this Contract

[SEE PARAGRAPH 6.03.F OF THE GENERAL CONDITIONS.]

[ON SOME PROJECTS, THE OWNER MAY CONCLUDE THAT IT IS NOT COST-EFFECTIVE TO REQUIRE THE CONTRACTOR TO CARRY CONTRACTOR’S POLLUTION LIABILITY INSURANCE, BASED ON THE TYPE OF WORK TO BE PERFORMED OR KNOWLEDGE OF CONDITIONS AT THE SITE. IN SUCH CASES, CHECK THE BOX ABOVE AND EITHER DELETE THE “EACH OCCURRENCE” AND “GENERAL AGGREGATE” LINE ITEMS, OR INDICATE “N.A.” OR “NOT APPLICABLE” IN THE BLANKS.]

6. ADDITIONAL INSURED: IN ADDITION TO OWNER AND ENGINEER, INCLUDE AS ADDITIONAL INSURED THE FOLLOWING: [HERE LIST BY NAME (NOT CATEGORY, ROLE, OR CLASSIFICATION) OTHER PERSONS OR ENTITIES TO BE INCLUDED ON THE

**COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA OR EXCESS,
AND POLLUTION LIABILITY POLICIES AS ADDITIONAL INSUREDS.]**

7. CONTRACTOR'S PROFESSIONAL LIABILITY:

Each Claim	\$ _____
Annual Aggregate	\$ _____

[SEE PARAGRAPH 6.03.H OF THE GENERAL CONDITIONS.]

[CONTRACTOR'S POLLUTION LIABILITY AND CONTRACTOR'S PROFESSIONAL LIABILITY POLICIES ARE SOMETIMES SOLD AS A HYBRID OR COMBINED POLICY. IF AFTER RECEIVING THE ADVICE OF ITS RISK MANAGERS THE OWNER CONCLUDES THAT IT IS AN ACCEPTABLE ALTERNATIVE FOR CONTRACTOR TO PROVIDE SUCH A COMBINATION POLICY, THIS SHOULD BE STATED HERE, TOGETHER WITH THE REQUIRED POLICY LIMITS FOR A COMBINATION POLICY.]

8. *[HERE LIST ADDITIONAL TYPES AND AMOUNTS OF INSURANCE THAT MAY BE REQUIRED BY OWNER.]*

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal;

demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

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

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. ~~Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted,~~ Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service;
~~and.~~

4) ~~it is not objectionable to Owner. [Deleted]~~

- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. **The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s).**
- B. ~~Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.~~
[Deleted]
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. ~~Owner also may require Contractor to retain specific replacements; provided, however, that~~ Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless

such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 *Owner's Representative*
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 *Visits to Site*
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a

greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- B. **The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
 - 1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**
 - 2. **Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**
 - 3. **Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**
 - 4. **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 proper execution of the Work.**

5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.

11. **Reports:**
 - a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**
 - b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**
 - c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**
 12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**
 13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**
 14. **Completion:**
 - a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**
 - b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**
 - c. **Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**
- C. **The RPR shall 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 Contractor's work.**
 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. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
8. **Authorize Owner to occupy the Project in whole or in part.**

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in

the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire

adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.
- C. **All Contract Change Orders must be concurred in by Agency before they are effective.**

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A

denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from

subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by ~~a bill of sale, invoice, or other~~ documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the contractor.**
4. **The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.**

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~ **The Application for Payment with Engineer's recommendations will be presented in the Owner and Agency for considerations. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the**

Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

E. Reductions in Payment by Owner:

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors,

members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

18.09 **Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the (insert name of Tribe) Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.**

Article 19 – FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

19.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate or Owner's Attorney" (Attachment GCA) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

19.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor

accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

- A. If Owner finds after a notice and a hearing that Contractor, or any of Contractor's agents or representative, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provision of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to nay such officer or employee.

19.05 *Audit and Access to Records*

- A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

19.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum anticipation of small, minority, and women's businesses; (4) establishing delivery schedules where the requirements of the work permit, which will encourage participation by 1m1l11 minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

19.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) and 42 U.S.C 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and Regional Office of the EPA.

19.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

19.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 66-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer or minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office for Federal Contract Compliance Programs within 10 working days of award or any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated

dollar amount or subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

19.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. 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, 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 disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.**

19.12 *Environmental Requirements*

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

- A. Wetlands - When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.**
- B. Floodplains – When disposing of excess spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps or, other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.**
- C. Historic Preservation - Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative or Agency. Construction shall be temporarily halted pending the notification process and further direction issued by Agency after consultation with the State Historic Preservation Officer (SHPO).**
- D. Endangered Species - Contractor shall comply with the Endangered Species Act, which provides for the protection for endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.**
- E. Mitigation Measures - The following environmental mitigation measures are required on this Project: (Insert mitigation measures here).**

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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 thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

SC 1.01.A.3 Add the following at the end of the last sentence of Paragraph 1.01.A.3

The Application for Payment form to be used on this project is EJCDC C-620 (2013), or RD Form 1927-7.

SC 1.01.A.8 Add the following at the end of the last sentence of Paragraph 1.01.A.8

The Change Order form to be used on this Project is EJCDC C-941 or RD Form 1927-7. Agency approval is required before Change Orders are effective or eligible for payment.

SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.

A work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC 1.01.A.49 Add the following new Paragraph

Abnormal Weather Conditions- Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC 1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49

Agency- The Project is financed in whole or in part by USDA Rural Utilities Services pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

SC 1.01.A.51

Manufacturer's Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the American Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC 1.01.A.52

AIS - refers to requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017

(Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- A. Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

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 executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**
- C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed 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 under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

SC-2.02 Copies of Documents

- A. If the number of printed or hard copies of the Drawings and Project Manual to be provided is different than four copies the following may be used:

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor Five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence run later than the ninetieth day after the day of Bid opening or the thirtieth day of the Effective Date of the Contract, whichever is earlier.

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

SC-5.03 *Subsurface and Physical Conditions*

- A. **This is a mandatory Supplementary Condition.** Paragraph 5.03, Subsurface and Physical Conditions, of the General Conditions requires the identification of all known documents regarding subsurface and physical conditions at or adjacent to the Site (this requirement is broader than merely requiring that Contractor be given access to subsurface reports prepared for the current Project). It also requires the identification of Technical Data (upon whose accuracy Contractor may rely) contained in such documents. Use the first version of SC-5.03, presented immediately below, for the purpose of identifying the known Site condition documents. If no such documents are known, then use the second version of SC-5.03, below. Also note that if the known documents include either a geotechnical report or environmental report prepared for the Project, or both, and the Supplementary Conditions neglect to expressly identify the Technical Data, upon whose accuracy Contractor may rely, that is contained in such reports, then the default definition of Technical Data in Paragraph 1.01 of the General Conditions will apply.

Note that if Owner elects to furnish a Geotechnical Baseline Report (GBR), use the alternate SC/GBR-5.03 and SC/GBR 5.04 located in the next section of this document, rather than one of the SC-5.03 versions immediately following. If a GBR is used, it remains important to disclose known reports and tests regarding subsurface conditions; a place for doing so is provided in SC/GBR-5.03. If some Site conditions are outside the scope of the Geotechnical Baseline Report it will continue to be necessary to identify reliable Technical Data contained in such reports and drawings; however, if the Geotechnical Baseline Report or a related Geotechnical Data Report already establish the data that is worthy of reliance, it will not be necessary to make a redundant identification in SC/GBR 5.03.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. **The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:**
1. **None.**

SC-5.06 *Hazardous Environmental Conditions*

- A. Use the following SC-5.06 if there are no known HEC reports or drawings:

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. **No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. **Not Used.**

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor’s Insurance

A. **This is a mandatory Supplementary Condition**, because it is the location for specifying the limits of the coverages for the insurance required in Paragraph 6.03 of the General Conditions. The information set forth in this Supplementary Condition (and in all other contractual provisions regarding bonds and insurance) should be provided by Owner, either directly or through written instructions given to Engineer (see EJCDC® C-051, Engineer’s Letter to Owner Requesting Instructions Concerning Bonds and Insurance, and EJCDC® C-052, Owner’s Instructions to Engineer Concerning Bonds and Insurance).

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	Statutory
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Federal, if applicable (e.g., Longshoreman’s):	Statutory
--	-----------

Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$ _____
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Bodily injury by disease, aggregate	\$ _____
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Employer’s Liability:

Bodily injury, each accident	\$ _____
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Bodily injury by disease, each employee	\$ _____
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Bodily injury/disease aggregate	\$ _____
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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$ _____
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Foreign voluntary worker compensation	Statutory
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2. **Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ _____
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Products - Completed Operations Aggregate	\$ _____
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Personal and Advertising Injury \$ _____

Each Occurrence (Bodily Injury and Property Damage) \$ _____

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ _____

Each accident \$ _____

Property Damage:

Each accident \$ _____

[or]

Combined Single Limit of \$ _____

4. Excess or Umbrella Liability:

Per Occurrence \$ _____

General Aggregate \$ _____

[See Paragraph 6.03.E of the General Conditions.]

[If Owner revises the standard terms by deleting the requirement that Contractor provide Excess or Umbrella liability insurance, then Owner should consider requiring (in SC-6.03.K.2) that "The aggregate limits under SC-6.03.K.2 (Commercial General Liability) be maintained fully available for this Contract by obtaining and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent."]

5. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

[See Paragraph 6.03.F of the General Conditions.]

[On some projects, the Owner may conclude that it is not cost-effective to require the Contractor to carry Contractor's Pollution Liability insurance, based on the type of work to be performed or knowledge of conditions at the Site. In such cases, check the box above and either delete the "Each

Occurrence” and “General Aggregate” line items, or indicate “N.A.” or “Not applicable” in the blanks.]

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: *[Here list by name (not category, role, or classification) other persons or entities to be included on the commercial general liability, automobile liability, umbrella or excess, and pollution liability policies as additional insureds.]*

7. Contractor’s Professional Liability:

Each Claim	\$ _____
Annual Aggregate	\$ _____

[See Paragraph 6.03.H of the General Conditions.]

[Contractor’s pollution liability and contractor’s professional liability policies are sometimes sold as a hybrid or combined policy. If after receiving the advice of its risk managers the Owner concludes that it is an acceptable alternative for Contractor to provide such a combination policy, this should be stated here, together with the required policy limits for a combination policy.]

8. *[Here list additional types and amounts of insurance that may be required by Owner.]*

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC 7.03.d

All iron and steel products must meet American Iron and Steel requirements.

SC 7.04 Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specifications or description contains or is followed by words reading that no like, equivalent, or “an-equal” item is permitted.

SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out “and”, and adding a period at the end of the paragraph.

SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 and insert “Deleted” in its place

SC 7.04.B.1

Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents. In addition, for the Deminimis Waiver, Contractor shall maintain an itemized list of incidental components and ensure that the cost is less than 5% of total materials cost for project; for the Minor Components Waiver, the Contractor shall maintain a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product.

SC 7.05.A.3.a.4

4) comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC 7.06.A Amend Paragraph 7.06A by adding the following text at the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s).

SC 7.06.B Delete paragraph 7.06.B and insert "Deleted" in its place.

SC 7.06.E Amend the second sentence of Paragraph 7.06E by striking out "Owner may also require Contractor to retain specific replacements provided, however, that"

SC 7.11.A

Manufacturers' Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel Requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC 7.16.A.1.e

e. obtained Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC 7.16.D.9

Engineer's review and approval of Shop Drawing or Sample shall include review of compliance with American Iron and Steel requirements, as applicable.

SC 7.17.E

Contractor shall certify upon Substantial Completion that all Work and Materials has complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

A. This is a mandatory Supplementary Condition.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall**

generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **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 proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed

Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall 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 Contractor's work.
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. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC 10.10.A

A. "Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved

substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017).

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

SC 11.06.A.1

Include supporting data(name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer’s representative) in the Manufacturer’s Certification Letter, as applicable.

SC 11.07C Add the following new Paragraph after Paragraph 11.07B.

All Contract Change Orders must be concurred by Agency before they are effective or can be eligible for reimbursement.

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

SC 13.02.C Delete Paragraph 13.02.C and insert “Deleted” in its place.

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

SC 15.01.B Amend the second sentence of Paragraph 15.01B by striking out the following text: “a bill of sale, invoice, or other.”

SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on the Project is EJCDC C-620 unless another form is agreed upon by the Engineer, Owner, and Agency. The Agency must approve all Applications for Payment before payment is made.

SC 15.01.B.5

By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with American Iron and Steel requirements. Manufacturer’s Certification letter for Materials satisfy this certification. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC 15.01.C.2.d

d. the Materials presented for payment comply with American Iron and Steel.

SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer’s recommendation will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due and payable twenty (20) days after the Application for Payment if presented to the Owner, and the Owner will make payment to the Contractor.

SC 15.02.A Amend paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

SC 15.03.A

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

ARTICLE 18 – MISCELLANEOUS

SC 18.09 Add the following new paragraph after Paragraph 18.08:

Tribal Sovereignty: No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

ARTICLE 19 – FEDERAL REQUIREMENTS

- **SC 19.01 Add the following language as Paragraph 19.01 with the title “Agency not a Party”**
 - A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.**
- **SC 19.02 Add the following sections after Article 19.01 with the title “Contract Approval”:**
 - A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that the Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit F) before Owner submits the executed Contract Documents to Agency for approval.**
 - B. Guidance Note: Amend Paragraph 10.03 using one of the two alternatives presented in C-800’s section 10.03 (Either the Engineer will provide RPR services on the Project, with specific authority and responsibilities, or Engineer will not provide RPR services).**
- **SC 19.03 Add the following language after Article 19.02B with the title “Conflict of Interest”:**

Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or it about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or Subcontractor.

□ SC 19.04 Add the following language after Article 19.03.A with "Gratuities";

A. If Owner finds after a notice and hearing that Contractor, or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this contract.

B, In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

□ SC 19.05 Add the following language after Article 19.04.B with the title "Audit and Access to Records":

B. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

□ SC 19.06 Add the following language after Article 19.05.A with "Small, Minority, and Women's Businesses";

A If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small minority and women's businesses on solicitation lists, (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section' and (7) Contractor is encouraged to procure goods and service from labor surplus area firms.

- SC 19.07 Add the following language after Article 19.06.A with “Anti Kickback”;

 - A Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

- SC 19.08 Add the following language after Article 19.07.A with “Clean Air and Pollution Control Acts”;

 - A If this Contract exceeds \$100,000, compliance with all applicable standards orders or requirements issued under sections 306 of the Clean Air Act (42 USC 1857(b) and 42 USC 7401et.seq.), section 508 of the Clean Water Act (33 USC 1368) and Federal Water Pollution Control Act (33 USC 1251et. seq.), Executive Order 11738, and Environmental Protection Agency regulations as required. Contractor will report any violations to the Agency and the Regional Office of the EPA.

- SC 19.09 Add the following language after Article 19.08 with the title “State Energy Policy”:

 - C. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy and efficiency, contained in any applicable state Energy Conservation plan shall be utilized

- SC 19.10 Add the following language after Article 19.09 with “Equal Opportunity Requirements”;

 - A If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity.” And as supplemented by regulations 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - D. Contractor’s compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR art 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor’s goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - E. Contractor shall provide written notification to the Director of the Office of Federal Contractor Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any time for construction work under the Contract resulting from this solicitation. The notifications shall list the name, address, and telephone number for the subcontractor; employee identification number; estimated starting and

completion date of the subcontract; and the geographical area in which the Contract is to be performed.

- **SC 19.11 Add the following language after Article 19.10.C with “Restrictions of Lobbying”;**
 - A Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this Contract. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.**

- **SC 19.12 Add the following language after Article 19.11.A with the title “Environmental Requirements”:**

When constructing a Project involving trenching and/or other related earth excavation, Contractor shall comply with the following environmental conditions:

- A Wetlands- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.**
- B Floodplains- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise concert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, E.G. alluvial soils on NRCS Soul Survey Maps.**
- C Historic Preservation- Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall immediately report to the Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).**
- D Endangered Species- Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or other threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the US Fish and Wildlife Service.**
- E Mitigation Measures- The following environmental mitigation measures are required on this Project: *(Insert mitigation measures here)*.**

SC 19.14

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products

made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

SC 19.15 Definitions

“Assistance recipient” is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

“Certifications” means the following:

- Manufacturers’ certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.
- Engineers’ certification is documentation that plans, specifications, and bidding documents comply with AIS.
- Contractors’ certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

“Coating” means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

“Construction materials” are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”.

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

“Consulting engineer” is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

“De minimis incidental components” are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws,

fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (or is expected to) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such

pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*: **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716**

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **Contract #2 – Office Building**

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

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

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

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*: **Larue County Water District #1, 6215 North L & N Turnpike, Buffalo, KY 42716**

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **Contract #2 – Office Building**

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 satisfy 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 shall 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 shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
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:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 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;
 4. A brief description of the labor, materials, or equipment furnished;
 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;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 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 shall be 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.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE				\$ _____
2. Net change by Change Orders				\$ _____
3. Current Contract Price (Line 1 ± 2)				\$ _____
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....				\$ _____
5. RETAINAGE:				
a. X _____ Work Completed.....				\$ _____
b. X _____ Stored Material.....				\$ _____
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, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....				\$ _____

<p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(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;</p> <p>(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</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
<p>Contractor Signature</p> <p>By: _____</p>	<p>Date: _____</p>

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding or Financing Entity (if applicable)	(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Totals								

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number:					
Application Period:						Application Date:					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
Totals											

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
Bid Item No.	A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)		Incorporated in Work		
									Date (Month/Year)	Amount (\$)	
Totals											

NOTICE TO PROCEED

Owner: Larue County Water District #1	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Cann-Tech, LLC	Engineer's Project No.:
Project: Contract #2 – Office Building	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Larue County Water District #1**
Contractor:
Engineer: **Cann-Tech, LLC**
Project: **Contract #2 – Office Building**

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

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.

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 shall be as provided in the Contract, except as amended as follows: *[Note: 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.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
 If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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 any 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," 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 contracts, subcontracts, and subgrants under grants and loans) 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.

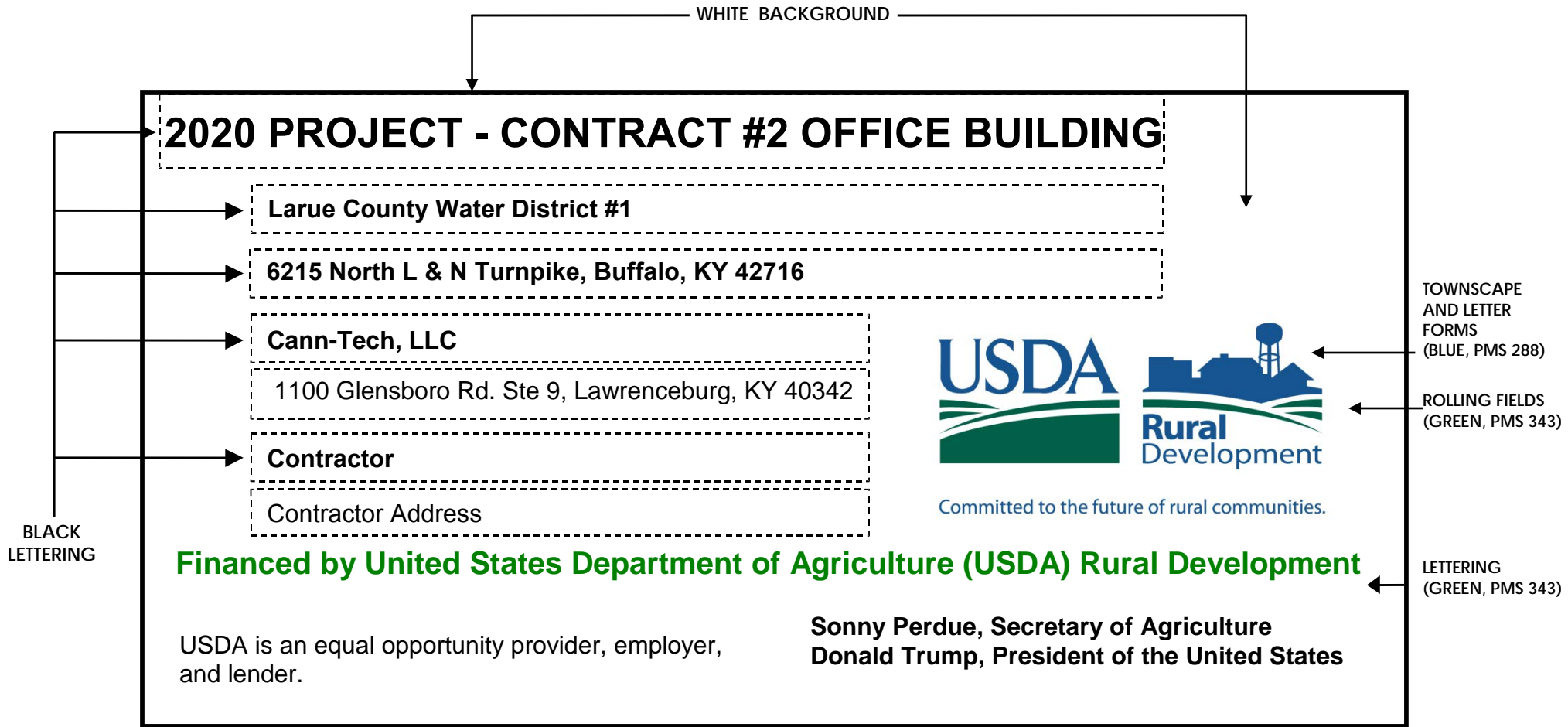
(name)

(date)

(title)

oOo

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
 PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)
 Other funding agencies can be added to or removed from the sign.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: _____

CONTRACTOR NAME: _____

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreement is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name

ENGINEER'S CERTIFICATION ON FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: Contract #2 - New Office Building

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or request for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the US Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgement.

If the EJCDC documents have been used, all modifications required by Kentucky Bulletin 1780-1 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

Matt Baker, P.E.

3/27/2020

Engineer

Date

Matt Baker

Project Manager

Name and Title

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Please reference the specifications of the product.

Information	<input type="checkbox"/>	Note
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Description of the foreign and domestic construction materials – Unit of measure – Quantity – Price – Date that product is needed (e.g. time of delivery or availability) – Location of the construction project – Name and address of the proposed supplier – A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Exhibit J) – Relevant excerpts from the bid documents used by the contractors to complete the comparison – Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> – Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials – Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. – Date that product is needed (e.g. time of delivery or availability) to provide justification – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

EXAMPLE COST TABLE FOR A PROJECT COST WAIVER

AIS/Non-AIS Cost Comparison Table									
Specification	Item or Description	Quantity	Unit	Unit Price	Cost if applying AIS	Cost if a waiver to AIS is applied			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$0.00	\$0.00			

TOTAL COST:

SPECIAL CONDITIONS

1. PROJECT FUNDING - Funding for this project is being provided by Rural Development
2. PROJECT INSPECTION - The Project Inspection will be provided by the Engineer, who will provide a full time resident inspector. The Contractor shall not backfill any transmission main, and/or appurtenances, until the Inspector has seen it.
3. CONFLICTING SECTIONS/STATEMENTS IN CONTRACT DOCUMENTS - If any provisions in these Contract Documents is in conflict and/or is inconsistent with any other section or provision, then the most stringent shall apply per the interpretation of the Engineer.
4. CONTRACTOR'S INSURANCE CERTIFICATE - The Contractor's insurer must provide the Insurance Certificate to the Engineer consistent with the Bid Documents. The Contractor shall be insured for the duration of the contract period.
5. SILTATION AND SOIL EROSION - The Contractor shall make every effort during construction to minimize silting and soil erosion. Compliance with US Army Corp of Engineers and Kentucky Division of Water regulations and policies is expected.
6. MATERIALS OF CONSTRUCTION – The Buffalo Trail Water Association has standardized around certain items; namely, pumps, valves, lids etc. The material supplied on this project shall be compatible with the equipment of the City. The Contractor shall contact the City prior to bidding to discuss and become familiar with the equipment that the City uses.
7. THRUST BLOCKING - The Contractor shall include in his bid the cost of providing ready mix concrete for all fittings, valves etc. which require thrust blocking. Sackrete will not be allowed. Concrete for thrust blocking is not a pay item and is to be included in the unit price bid for the pipe.
8. COORDINATION OF CONSTRUCTION – Construction work by other contractors could be occurring at the same time as the proposed work. The Contractor work to coordinate activities with other Contractors. Any conflicts with other contractors shall be immediately brought to the attention of the Engineer.
9. ROUGH CLEANUP – The Contractor will be required to provide rough cleanup on a daily basis as this project progresses. Rough cleanup is defined as removal of all large rock not suitable for backfill and removal of any trees that have been taken down and that the project be mounded up with final backfill material.
10. COMPLETION TIME – Time allowed for completion of this project is **180 days**. This completion date is critical and will be strictly adhered to. Rain days will only be allowed if the Contractor can clearly demonstrate that the rainfall was ABOVE the normal anticipated average rainfall of any given month. In order for this to happen a rain gauge must be kept on the project site and the rainfall data recorded daily.
11. APPROVAL OF QUANTITIES – At the end of each day the Contractor's job representative and the Owner's Representative must get together to discuss, measure and do whatever is required for both parties to reach an agreement on the quantities installed that day. The daily quantities will then be tallied to reach the monthly totals.
12. SHOP DRAWINGS – Shop drawings must be submitted to, and approved by, the Engineer prior to any purchase or installation of materials. The Contractor and the Resident Inspector must have

an approved stamped shop drawing of every piece of material to be supplied and installed on this project. Installation of any material that has not been approved may be removed and replaced with approved materials at the Contractor's expense.

13. FITTINGS – All fittings and gate valves shall be iron body and specified. The Contractor shall minimize the use of fittings where possible but not to extent that the pipe is over deflected.
16. CONSTRUCTION LIMITS - The contractor is responsible for restricting construction equipment outside construction limits. Heavy Equipment and other construction vehicles would not be allowed in areas beyond the narrow limits of disturbance; and
17. DAMAGED PROPERTY - Damaged or removed property or structures shall be repaired or replaced.
18. STORM WATER POLLUTION PREVENTION PLAN – shall be prepared by the construction contractor in accordance with any local, state, and federal requirements. The plan would describe all methods used to control storm water runoff and soil erosion during and following construction. Also, the contractor will be required to submit a Notice of Intent with the KPDES Branch of the Division of Water, as well as a sediment best management plan (BMP) to the Fish and Wildlife Service for approval.
19. U.S.A.C.E. PERMITS - All applicable permits will be obtained from the U.S. Army Corps of Engineers.
20. BLASTING - No blasting will be performed for any portion of this project.
21. TREE REMOVAL - Trees will only be removed between November 15 and March 31.

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of construction of a new office building and garage for Larue County Water District #1.
- B. Project Location: The project is located in Hodgenville, Kentucky.
- C. Owner: The Owner is the Laure County Water District #1.
- D. Engineer Identification: The Contract Documents, dated May 2020 were prepared for Project by Cann-Tech, LLC. Their address is 1100 Glensboro Road, Park View Center, Suite 9, Lawrenceburg, KY 40342.
- E. The Work consists of complete construction of an office building and garage.
- F. Project will be constructed under a general construction contract.

1.2 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project.

1.3 WORK UNDER OTHER CONTRACTS

- A. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words

shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01120 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SCOPE

For the purpose of this Specification, environmental protection is defined as the retention of the environment in Project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air and land and involves noise as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and his subcontractors shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement. This Section covers the furnishings of all labor, materials, equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other Sections of these specifications.

1.02 PROTECTION OF LAND RESOURCES

The land resources within the Project boundaries and outside the limits of work performed under this Contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project.

1.03 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

In the event archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall not commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

1.04 PROTECTION OF LAND AREAS

Except for any work on storage areas and access routes specifically assigned for the use of the Contractor under this Contract, the land areas outside the limits of permanent work performed under this Contract shall be preserved in their present condition. Contractor shall confine his construction activities to

areas defined for work on the plans or specifically assigned for his use. No other areas shall be used by the Contractor without written consent of the Owner.

1.05 PROTECTION OF TREES AND SHRUBS

Reasonable care shall be taken during construction to avoid damage to vegetation.

The Contractor shall not deface, injure or destroy trees or shrubs, nor remove or cut them without prior approval from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage.

1.06 TREE PROTECTIVE STRUCTURES

Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or by his other operations, he may direct the Contractor to provide temporary protection of such trees by placing boards, plans, or poles around them. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage.

1.07 RESTORATION OF DAMAGED TREES

Any tree scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. All scars made on trees shall be coated as soon as possible with an approved tree wound dressing.

Trees that are to remain, either within or outside established clearing limits, that are damaged by the Contractor so as to be beyond saving in the opinion of the Engineer, shall be immediately removed, if so directed, and replaced with a nursery-grown tree of the same species and size.

1.08 PROTECTION OF WATER RESOURCES

The Contractor shall control the disposal of fuels, oils, bitumens, calcium chloride, acids, or harmful materials, and shall comply with applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams while performing work under this Contract. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides and insecticides from entering public waters. Water used in on-site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to reenter a stream if an increase in the turbidity of the stream could result therefrom.

1.09 BURNING

Air pollution restrictions applicable to this project are as follows: Materials shall not be burned on the premises. If the Contractor elects to dispose of waste materials off the premises, by burning, he shall make his own arrangements for such burning area and shall, as specified in the General Conditions, conform to all applicable regulations.

1.10 DUST CONTROL

The Contractor shall maintain all excavations, stockpiles, access roads, waste areas, and all other work free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to others. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

1.11 EROSION CONTROL

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall be graded to control erosion within acceptable limits. Temporary control measures shall be provided and maintained until permanent drainage facilities are completed and operative. The area of bare soil exposed at any one time by construction operations, should be held to a minimum.

1.12 CORRECTIVE ACTION

The Contractor shall, upon receipt of a notice in writing of any noncompliance with the foregoing provisions, take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs of damages by the Contractor unless it was later determined that the Contractor was in compliance.

1.13 POST-CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall, unless other wise instructed in writing by the Engineer, obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed areas shall be graded and filled and the entire area seeded.

END OF SECTION 01120

SECTION 01140 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to the site of the property
 - 2. Owner Occupancy: Allow for Owner occupancy of site.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.2 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of a new building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 2. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
 - 3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

SECTION 01310 - 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. General Project coordination procedures.
 - 2. Coordination Drawings.
 - 3. Project meetings.
- B. See Division 1 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
- C. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, 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 ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. See Division 15 Section "Basic Mechanical Materials and Methods" for specific Coordination Drawing requirements for mechanical installations.
 4. See Division 16 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for electrical installations.

1.4 PROJECT MEETINGS

- A. General: The Engineer will schedule and conduct monthly progress meetings beginning at the Maysville City Hall and proceeding to the project site.
1. Attendees: The Contractor's project manager and onsite superintendent's presence is required. The Engineer will schedule the dates and times for the meetings.
 2. Minutes: The Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.
- B. Preconstruction Conference: The Engineer will schedule a preconstruction conference before starting construction, at a time convenient to Owner and Contractor, but no later than 15 days after execution of the Agreement. The conference will be held at the Project site. The meeting will be conducted to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.

- g. Distribution of the Contract Documents.
- h. Submittal procedures.
- i. Preparation of Record Documents.
- j. Use of the premises.
- k. Responsibility for temporary facilities and controls.
- l. Parking availability.
- m. Office, work, and storage areas.
- n. Equipment deliveries and priorities.
- o. First aid.
- p. Security.
- q. Progress cleaning.
- r. Working hours.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements.
4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- D. Progress Meetings: Progress meetings will be conducted at **monthly** intervals. And will be coordinated with preparation of payment requests and funding agencies.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320 - 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. Daily construction reports.
 - 4. Field condition reports.
 - 5. Construction photographs.
- B. See Division 1 Section "Summary of Multiple Contracts" for preparing a combined Contractor's Construction Schedule.
- C. See Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
- D. See Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.2 DEFINITIONS

- A. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- B. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring project resource available to both parties as needed to meet schedule milestones and contract completion date.
- C. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- D. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit five copies of project schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.

3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Engineer's final release or approval.
- B. Preliminary Network Diagram: Submit two printed copies, one a single sheet of reproducible media and one a print, large enough to show entire network for entire construction period.
- C. Contractor's Construction Schedule: Submit five printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Construction Photographs: Submit two prints of each photographic view within seven days of taking photographs.
1. Format: 8-by-10-inch smooth-surface matte prints on single-weight commercial-grade stock, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder.
 2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- F. Daily Construction Reports: Submit three copies at **weekly** intervals.
- G. Field Condition Reports: Submit **two** copies at time of discovery of differing conditions.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual of established reputation who has been regularly engaged as a professional photographer for not less than three years.

1.5 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.
- C. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

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. 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 for **the Notice to Proceed** to date of **Substantial** completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Engineer.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 2 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Restrictions: Show the effect on the schedule of the following:
 - a. Use of premises restrictions.
 - b. Seasonal variations.
 - c. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work.
 4. Other Constraints: Address constraints with Corps of Engineer and Daniel Boone National Forest Service.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Production of Water, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 15 days of date established for **the Notice of Award**. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in **10** percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording events at Project site, including the following:
 1. List of subcontractors.
 2. High and low temperatures and general weather conditions.

3. Accidents.
4. Stoppages, delays, shortages, and losses.
5. Meter readings and similar recordings.
6. Orders and requests of authorities having jurisdiction.
7. Services connected and disconnected.
8. Equipment or system tests and startups.
9. Visitors, regulators, any/and all visitors to the site.

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on CSI Form 13.2A or on sample form if provided at end of Section. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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 monthly 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. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. Photographic Film: Medium-format, 2-1/4 by 2-3/4 inches.
- C. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

- D. Periodic Construction Photographs: Take four color photographs monthly, coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.
 - 1. Field Office Prints: Retain one set of prints of periodic photographs in field office at Project site, available at all times for reference. Identify photographs the same as for those submitted to Engineer.

END OF SECTION 01320

SECTION 01330 - 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 miscellaneous submittals.
- B. See Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- C. See Division 1 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
- D. See Division 1 Section "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Allow 10 days for processing each resubmittal.
 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Engineer will retain three copies of all submittals. Contractor shall submit five copies of each submittal, unless otherwise indicated or if Contractor desires to have more than two copies returned. Engineer will return two.
- B. 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. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: 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. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.

- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Samples: Prepare physical units of materials or products, including the following:
 - 1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
 - 2. 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. Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer/Engineer will return submittal with options selected.
 - 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, 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. Submit three sets of Samples. Engineer / Engineer will retain two Sample sets; remainder will be returned.
 - 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's/Engineer's sample where so indicated. Attach label on unexposed side.
 - 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - 6. 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.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
- G. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- H. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- I. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- J. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer/Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Revise and Resubmit: Engineer has observed obvious deficiency and has not considered this submittal. Contractor shall revise and resubmit.
 - 2. No Exception Taken: Engineer has no exception to submittal. This review does not ensure compliance with contract documents, detail dimensions nor insurance of incorporation into construction.
 - 3. Note Markings: Engineer has marked up items or notes for attention of Contractor.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 2 through 16 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer/Engineer.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional properly registered in the state of Kentucky, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion from licensed certified professional on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- D. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. **Testing Agency Qualifications:** An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated in Division 4 or, if not indicated, as directed by Engineer/Engineer.
 - 2. Notify Engineer/Engineer seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Engineer's/Engineer's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be Contractor's responsibility, and Contractor shall bear all costs for testing.
- B. **Contractor Responsibilities:** Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Contractor shall engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Contractor.
1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01420 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- K. "Project Site": Space available for performing construction activities. The extent of Project site for the water plant site is shown on Drawings and may or may not be identical with the

description of the land on which Project is to be built. The site for the raw water intake is not shown on the drawings and the Contractor shall coordinate directly with the Daniel Boone National Forest Service for specific requirements.

1.2 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. **Conflicting Requirements:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
 - 1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. **Abbreviations and Acronyms for Standards and Regulations:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

PRIVATE tbl1@dom1

ADAAG	Americans with Disabilities Act (ADA)
CFR	Code of Federal Regulations
CRD	Handbook for Concrete and Cement
DOD	Department of Defense Specifications and Standards
FED-STD	Federal Standard (See FS)
FS	Federal Specification
FTMS	Federal Test Method Standard (See FS)

MILSPEC	Military Specification and Standards
UFAS	Uniform Federal Accessibility Standards

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

PRIVATE tbl2@dom1

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Engineerural Manufacturers Association
AAN	American Association of Nurserymen (See ANLA)
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute/ACI International
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AFPA	American Forest & Paper Association (See AF&PA)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Engineers (The)
AISC	American Institute of Steel Construction

AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America
ALSC	American Lumber Standard Committee
AMCA	Air Movement and Control Association International, Inc.
ANLA	American Nursery & Landscape Association (Formerly: AAN - American Association of Nurserymen)
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts
APA	APA - The Engineered Wood Association
APA	Engineerural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ASCA	Engineerural Spray Coaters Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (The American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industries International)
AWCMA	American Window Covering Manufacturers Association (See WCMA)
AWI	Engineerural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society

AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
CCC	Carpet Cushion Council
CCFSS	Center for Cold-Formed Steel Structures
CDA	Copper Development Association Inc.
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance

EIMA	EIFS Industry Members Association
EJMA	Expansion Joint Manufacturers Association, Inc.
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association (See GANA)
FM	Factory Mutual System (See FMG)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association)
GRI	Geosynthetic Research Institute
GTA	Glass Tempering Division of Glass Association of North America (See GANA)
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (See CSA)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance (The)

ILI	Indiana Limestone Institute of America, Inc.
ISSFA	International Solid Surface Fabricators Association
I3A	International Imaging Industry Association (Formerly: PIMA - Photographic & Imaging Manufacturers Association)
ITS	Intertek Testing Services
IWS	Insect Screening Weavers Association (Now defunct)
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association)
LPI	Lightning Protection Institute
LSGA	Laminated Safety Glass Association (See GANA)
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
MFMA	Metal Framing Manufacturers Association
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association (See SSMA)
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Engineerural Metal Manufacturers
NAAMM	North American Association of Mirror Manufacturers (See GANA)
NACE	NACE International (National Association of Corrosion Engineers International)
NAIMA	North American Insulation Manufacturers Association (The)
NAMI	National Accreditation and Management Institute, Inc.
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association

NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSA	National Stone Association (See NSSGA)
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association (Formerly: NSA - National Stone Association)
NTMA	National Terrazzo and Mosaic Association, Inc.
NWWDA	National Wood Window and Door Association (See WDMA)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting and Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute

RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPI/SPFD	Society of the Plastics Industry (The) Spray Polyurethane Foam Division (See SPFA)
SPRI	SPRI (Single Ply Roofing Institute)
SSINA	Specialty Steel Industry of North America
SSMA	Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel Framing Association)
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, and Restoration Institute
TCA	Tile Council of America, Inc.

TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TPI	Truss Plate Institute
TPI	Turfgrass Producers International
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (See WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WIC	Woodwork Institute of California
WMMPA	Wood Moulding & Millwork Producers Association
WWPA	Western Wood Products Association

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

PRIVATE tbl3@dom1

BOCA BOCA International, Inc.

CABO Council of American Building Officials (See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (The)

ICBO International Conference of Building Officials

ICC International Code Council, Inc.
(Formerly: CABO - Council of American Building Officials)

SBCCI Southern Building Code Congress International, Inc.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

PRIVATE tbl4@dom1

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley Laboratory (See LBNL)
LBNL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program (See TRB)
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Building Service (See GSA)
RUS	Rural Utilities Service (See USDA)
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. See Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for temporary facilities and controls.
- C. See Division 1 Section "Execution Requirements" for progress cleaning requirements.

1.2 DEFINITIONS

- A. **Permanent Enclosure:** As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

- A. **General:** Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, occupants of Project Engineer testing and inspecting agencies and personnel of authorities having jurisdiction.
- B. **Water Service:** Contractor shall meter and pay for all water used at the site.
- C. **Electric Power Service:** Contractor shall meter and pay for all electric used at the site.

1.4 SUBMITTALS

- A. **Temporary Utility Reports:** Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

1.5 QUALITY ASSURANCE

- A. **Standards:** Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. **Electric Service:** Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Pavement: Comply with Division 2 pavement Sections.
- C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts with 1-5/8-inch- OD top rails with galvanized barbed-wire top strand.
- D. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.
- E. Wood Enclosure Fence: Plywood, 8 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- F. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry"
- G. Gypsum Board: ASTM C 36, minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges.
- H. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

- I. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- J. Water: Potable.

2.2 EQUIPMENT

- A. Field Offices: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, including paper cup supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 2. Connect temporary sewers to private system as directed by Health Department or sewer department officials.
 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
 4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
1. Provide rubber hoses as necessary to serve Project site.
 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
 - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
 - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.

- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
 1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.

- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
 1. Install electric power service underground, unless overhead service must be used.
 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.

- H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 2. Provide one 100-W incandescent lamp per 500 sq. ft., uniformly distributed, for general lighting, or equivalent illumination.
 3. Provide one 100-W incandescent lamp every 50 feet in traffic areas.
 4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
 5. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.

- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
1. Provide additional telephone lines for the following:
 - a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
 2. At each telephone, post a list of important telephone numbers, including police and fire departments ambulance service Contractor's home office Engineers' office.
 3. Provide an answering machine on superintendent's telephone.
 4. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
 3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving ."
- C. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

- D. **Project Identification and Temporary Signs:** Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
- E. **Waste Disposal Facilities:** Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements " for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- F. **Common-Use Field Office:** Provide an insulated, weathertight, heated and air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
1. Furnish and equip offices as follows:
 - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.
 - b. Provide a room of not less than 240 **sq. ft** for Project meetings. Furnish room with conference table, 12 folding chairs, and 4-foot- square tack board.
 2. Provide an electric heater with thermostat capable of maintaining a uniform indoor temperature of 68 deg F.
 3. Provide an air-conditioning unit capable of maintaining an indoor temperature of 72 deg F.
 4. Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot intervals, 1 per wall in each room.
- G. **Storage and Fabrication Sheds:** Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
- H. **Temporary Stairs:** Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- E. Site Enclosure Fence: Before construction operations begin, install enclosure fence with lockable entrance gates. Locate where indicated, or enclose entire Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
 1. Set portable chain-link fence posts in concrete bases.
 2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
- I. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- J. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
 6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 7. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01550 - ACCESS ROADS AND PARKING AREAS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Access roads.
- B. Temporary parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking areas.
- E. Maintenance.
- F. Removal and repair.

1.02 RELATED REQUIREMENTS

- A. Section 01045 - Cutting and Patching.
- B. Section 01510 - Temporary Utilities.

PART 2 - PRODUCTS

2.01 MATERIALS

For temporary construction: Contractor's option but must be approved by the Owner.

PART 3 - EXECUTION

3.01 PREPARATION

Clear areas, provide proper surface and storm drainage of premises and adjacent areas. Install erosion protection.

3.02 ACCESS ROADS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load-bearing capacity to provide unimpeded traffic for construction purposes.

- B. Construct temporary bridges and/or culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as work progress requires, and provide detours as necessary for unimpeded traffic flow.
- D. Locate temporary access roads as approved by the Owner and/or the Engineer.
- E. Provide and maintain access to all Owner facilities.

3.03 TEMPORARY PARKING

Construct temporary parking areas to accommodate use of construction personnel in an area acceptable to the Owner and/or the Engineer. Pay all costs relating to temporary parking.

3.04 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, products, mud, snow and ice. Use whatever dust control measures required to prevent airborne particles.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water and other deficiencies to maintain paving and drainage in original and/or specified condition.

3.05 REMOVAL AND REPAIR

- A. Remove temporary materials and construction when permanent facilities are usable as directed by the Engineer.
- B. Remove underground work and compacted materials to a depth of two (2) feet; fill and grade site as specified.
- C. Repair existing permanent facilities damaged by usage to original and/or specified condition.

END OF SECTION 01550

SECTION 01563 - DUST CONTROL

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Dust control.

1.02 RELATED REQUIREMENTS

Section 01565 - Erosion and Sediment Control.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DUST CONTROL

Execute work by methods to minimize raising dust from construction operations.

- A. Provide positive means to minimize construction or traffic generated dust from dispersing into atmosphere.
- B. Provide spraying of construction traffic areas with water to hold dust leaving the construction site to the minimum amounts allowed by regulations.

END OF SECTION 01563

SECTION 01565 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall do all Work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to the adjacent wetlands or water courses.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of silt fences, hay bales, water diversion structures, temporary revegetation, diversion ditches and settling basins.

- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.
- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For Work within easements or rights-of-way, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of these easements or rights-of-way.
- E. The Contractor shall not pump silt-laden water from trenches or other excavation into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps or ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to the following:
1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 4. Damaging vegetation adjacent to or outside of the construction area limits.
 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.

6. Permanent or unauthorized alteration of the flow line of any stream.
 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

- A. The Contractor shall furnish and install baled hay or straw erosion checks surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks located surrounding stored material shall be located approximately 6 feet from that material. Bales shall be held in place with two 2 inch by 2 inch by 3 feet wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.
- B. The Contractor shall remove silt and sediment from the site as it accumulates at erosion checks and repair damaged checks during construction.

- 3.03 The Contractor shall remove all erosion control materials from the site as soon as potential for erosion has been eliminated and when approved by the Engineer. Reseed area where hay bales or silt has been removed.

END OF SECTION 01565

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selecting products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
- C. See Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.3 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided at end of Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - h. Cost information, including a proposal of change, if any, in the Contract Sum.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

7. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.

6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01620 - STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. General storage.
- B. Enclosed storage.
- C. Exterior storage.
- D. Maintenance of storage.

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL STORAGE

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

3.02 ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weathertight enclosures.
- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

3.03 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

3.04 MAINTENANCE OF STORAGE

- A. Periodically, inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Engineer on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes in acceptable under requirements of Contract Documents.

3.05 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, in accordance with the manufacturer's recommendations, maintaining a log of services; submit as a record document.

END OF SECTION 01620

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit two copies signed by land surveyor and or professional engineer.
- D. Final Property Survey: Submit 5 copies showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer and not less than five days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
 - 7. Kentucky Infrastructure Authority Forms included elsewhere
 - 8. Release of Liens
- B. See Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
- D. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, beginning at the raw water intake, raw water line and at the plant
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders and Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: 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.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Engineer, with at least seven days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline.
 - 1. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom-clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

- l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- q. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 1 Section "Closeout Procedures or Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.2 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: Submit one set of marked-up Record Prints, and the following:
 - 1) Record Transparencies: one set.
 - 2) Record CAD Drawing Files and Plots: one set each.
 - 3) Copies printed from Record Transparencies Three Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 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 prepare 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. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Engineer for resolution.
 3. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Engineer will make the Contract Drawings available to Contractor's print shop.
- C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Auto CAD Release 2000.
 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Engineer for resolution.
 4. Engineer will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Engineer makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings are available in Auto CAD Release 2000.
- D. 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. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of

each container with identification. If container does not include complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD 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 CAD 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 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings where applicable.

2.4 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.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during construction period for Project Record Document purposes. Post changes and modifications 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 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 01781

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.
- B. See Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit five copies of each manual in final form at least 30 days before final inspection. Engineer will return copy with comments within 10 days after final inspection.
 - 1. Correct or modify each manual to comply with Engineer's comments. Submit 4 copies of each corrected manual within 15 days of receipt of Engineer's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Engineer.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to content of volume, and cross-referenced to Specification Section number in Project Manual.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (115-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire flood gas leak water leak power failure water outage equipment failure and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include startup, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations for inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

SECTION 02080 - PIPED UTILITIES - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Piping materials and installation instructions common to most piping systems.
 2. Transition fittings.
 3. Dielectric fittings.
 4. Sleeves.
 5. Identification devices.
 6. Grout.
 7. Piped utility demolition.
 8. Equipment installation requirements common to equipment sections.
 9. Concrete bases.
 10. Metal supports and anchorages.

1.2 DEFINITIONS

- A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
- B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

- A. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 JOINING MATERIALS

- A. Refer to individual Division 2 piping Sections for special joining materials not listed below.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.
- C. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- D. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- E. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- F. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- G. Brazing Filler Metals: AWS A5.8, BCuP Series, or BAg1, unless otherwise indicated.
- H. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- I. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D 2235.
 - 2. CPVC Piping: ASTM F 493.
 - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 4. PVC to ABS Piping Transition: ASTM D 3138.
- J. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.

2.2 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.

- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 300-psig minimum working pressure as required to suit system pressures.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Separate companion flanges and steel bolts and nuts shall have 300-psig minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

2.3 SLEEVES

- A. Mechanical sleeve seals for pipe penetrations are specified in Division 15 Section "Basic Mechanical Materials and Methods."
- B. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- C. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- D. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.4 IDENTIFICATION DEVICES

- A. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.
 - 1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
 - 2. Location: Accessible and visible.
- B. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive vinyl type with permanent adhesive.

- C. Plastic Duct Markers: Manufacturer's standard laminated plastic, in the following color codes:
1. Green: Cold-air supply.
 2. Yellow: Hot-air supply.
 3. Blue: Exhaust, outside, return, and mixed air.
 4. Hazardous Material Exhausts: Use colors and designs recommended by ASME A13.1.
 5. Terminology: Include direction of airflow; duct service such as supply, return, and exhaust; duct origin; duct destination; and design flow.
- D. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils thick.
1. Width: 1-1/2 inches on pipes with OD, including insulation, less than 6 inches; 2-1/2 inches for larger pipes.
 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- E. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch sequenced numbers. Include 5/32-inch hole for fastener.
1. Material: 0.032-inch- thick, polished brass.
 2. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.
- F. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
 2. Thickness: 1/8 inch, unless otherwise indicated.
 3. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.
- G. Plastic Equipment Markers: Manufacturer's standard laminated plastic. Use colors and designs recommended by ASME A13.1.
1. Terminology: Match schedules as closely as possible. Include the following:
 - a. Name and plan number.
 - b. Equipment service.
 - c. Design capacity.
 - d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.
 2. Size: 2-1/2 by 4 inches for control devices, dampers, and valves; 4-1/2 by 6 inches for equipment.

2.5 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 2 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Select system components with pressure rating equal to or greater than system operating pressure.
- I. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas 2 inches above finished floor level.
 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
- J. Verify final equipment locations for roughing-in.
- K. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 2 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 5. PVC Nonpressure Piping: Join according to ASTM D 2855.
 - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.3 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment level and plumb, unless otherwise indicated.
- B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.
- C. Install equipment to allow right of way to piping systems installed at required slope.

3.5 IDENTIFICATION

- A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.
 - 1. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.
 - 2. Locate pipe markers on exposed piping according to the following:
 - a. Near each valve and control device.
 - b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
 - c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
 - d. At manholes and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.

- B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of equipment.
 - 1. Lettering Size: Minimum 1/4 inch high for name of unit if viewing distance is less than 24 inches, 1/2 inch high for distances up to 72 inches, and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.
 - 2. Text of Signs: Provide name of identified unit. Include text to distinguish among multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- C. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.6 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project. See Division 3 for concrete specifications.
 - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 - 2. 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 the base.
 - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 - 7. Use 4000 psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor piped utility materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

- A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.

- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 02080

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Protecting existing trees, shrubs, groundcovers, plants and grass to remain.
 2. Removing existing trees, shrubs, groundcovers, plants and grass.
 3. Clearing and grubbing.
 4. Stripping and stockpiling topsoil.
 5. Removing above- and below-grade site improvements.
 6. Disconnecting and capping or sealing site utilities.
 7. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

SECTION 02225 - EXCAVATING, BACKFILLING, AND
COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall make excavations in such widths and depths as will give suitable room for below grade utility construction, laying pipe to the lines, grades and elevations, furnish, place and compact all backfill materials specified herein or denoted on the Drawings. The materials, equipment, labor, etc., required herein are to be considered as part of the requirements and costs for installing the various pipes, structures and other items they are incidental to.

1.02 RELATED WORK

- A. Section 02222 - Rock Removal.
- B. Section 02731 - Gravity Sewers.
- C. Section 02732 - Sewage Force Mains.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Crushed stone material shall conform with the requirements of the applicable sections of the Kentucky Bureau of Highways Standard Specifications and shall consist of clean, hard, and durable particles or fragments, free from dirt, vegetation or objectionable materials.
- B. Two classes of crushed stone material are used in this Section. The type of material in each class is as follows:
 - 1. Class I - No. 9 Aggregate.
 - 2. Class II - Dense Graded Aggregate (DGA).

PART 3 - EXECUTION

3.01 EXCAVATION OF TRENCHES

- A. Unless otherwise directed by the Engineer, trenches are to be excavated in open cuts.

1. Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to, or just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.
- B. Trenches shall be sufficient width to provide working space on each side of the pipe and to permit proper backfilling around the pipe.
 1. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the Work. The pavement shall be cut with pneumatic tools, without extra compensation to the Contractor, to prevent damage to the remaining road surface. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
- C. All excavated materials shall be placed a safe distance back from the edge of the trench.
- D. Unless specifically directed otherwise by the Engineer, not more than 500 feet of trench shall be opened ahead of the pipe laying work of any one crew, and not more than 500 feet of open ditch shall be left behind the pipe laying work of any one crew. Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions, shall be provided by and at the expense of the Contractor.
- E. When so required, or when directed by the Engineer, only one-half of street crossings and road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer.
- F. Trench excavation shall include the removal of earth, rock, or other materials encountered in the excavating to the depth and extent shown or indicated on the Drawings.

3.02 GRAVITY SEWER AND FORCE MAIN PIPE BEDDING

- A. Piping for gravity sewers and force mains shall be supported as follows: All gravity sewer and force main piping shall be laid on a bed of granular material except when a concrete encasement situation occurs. All pipe bedding material shall be Class I (No. 9 crushed stone aggregate) and shall be

placed to a depth of 6 inches. Aggregate bedding shall be graded to provide for a uniform and continuous support beneath the pipe at all points.

- B. After each pipe has been brought to grade, aligned, and placed in final position, Class I material shall be deposited and densified under the pipe haunches and on each side of the pipe up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations.
- C. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.
- D. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate.
- E. The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required Class I bedding material can be placed.
- F. It should be noted that no pipe shall be laid on solid or blasted rock.
- G. Pipe bedding, as required in Paragraphs A, B, C, and D of this Section, is **not** considered a separate pay item.

3.03 GRAVITY SEWER AND FORCE MAIN BACKFILL

- A. Initial Backfill:
 - 1. This backfill is defined as that material which is placed over the pipe from the spring line to a point 12 inches above the top of the pipe. For gravity sewer and force main piping the material shall be Class I (No. 9 crushed stone aggregate) and may be machine placed without compaction. Uneven places in the backfill shall be leveled by hand.
 - 2. Material used in the initial backfilling is **not** a separate pay item. Payment for the material is included in the unit price per linear foot of gravity sewer or force main.

B. Final Backfill:

1. There are two cases where the method of final backfilling varies. The various cases and their trench situations are as follows:
 - a. Case I - Areas not subject to vehicular traffic.
 - b. Case II - Paved areas including streets, drives, parking areas, and walks.

2. In all cases, walking or working on the completed pipelines, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point 12 inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:
 - a. Case I - The trench shall be backfilled from a point 12 inches above the top of the pipe to a point 8 inches below the surface of the ground with earth material free from large rock (greater than 6 inches in the longest dimension), acceptable to the Engineer. The remainder of the trench shall be backfilled with earth material reasonably free of any rocks.
 - b. Case II - The trench shall be backfilled from a point 12 inches above the top of the pipe to a point 12 inches below the existing pavement surface with Class I (No. 9 crushed stone aggregate) material. The backfill shall be mechanically tamped in approximately 6-inch layers to obtain maximum possible compaction. The remaining backfill shall be as follows:

For gravel surfaces - Class II (dense graded aggregate) material mechanically tamped to maximum possible compaction. The trench may be left with a slight mound if permitted by the Engineer.

For bituminous and concrete surfaces - Bituminous and concrete pavement sections as detailed on the Drawings and as specified for Bituminous Pavement Replacement and Concrete Pavement Replacement.

3. Earth and Class I material used in final backfill is not a separate pay item. Payment shall be included in the price of gravity sewer and force main.
4. Class II material used in final backfill shall be included in the unit price for gravity sewer and force main.

C. A sufficient amount of Class II material shall be stockpiled to ensure immediate replacement by the Contractor of any settled areas. No extra

payment will be made for the filling in of settled or washed areas by the Contractor.

- D. Excavated materials from trenches, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. It shall be the responsibility of the Contractor to obtain location or permits for its disposal, unless specific waste areas have been designated on the Drawings or noted in these Specifications. The cost of disposal of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

3.04 PAYMENT

All excavation, including rock excavation, shall be bid as unclassified and will not be paid for separately.

3.05 PLACEMENT OF IDENTIFICATION TAPE

- A. The placement of detectable underground marking tape shall be installed over all utility lines. Care shall be taken to insure that the buried marking tape is not broken when installed and shall be Lineguard brand encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P.O. Box 426, Wheaton, IL 60187.
- B. The identification tape shall bear the printed identification of the utility line below it, such as "Caution - Buried Below". Tape shall be reverse printed; surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code, and shall be 2 inches in width. Colors are: yellow - gas, green - sewer, red - electric, blue - water, orange - telephone, brown - force main.
- C. The tape shall be the last equipment installed in the trench so as to be first out. The tape shall be buried 4 to 6 inches below top of grade. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or Engineer.

END OF SECTION 02225

PART 2 - PRODUCTS (Not Applicable)

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Removal of underground utilities is included in Division 2 Sections covering site utilities.

3.5 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 02230

SECTION 02240 - DEWATERING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes construction dewatering.

1.2 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.

1.3 SUBMITTALS

- A. Shop Drawings for Information: For dewatering system. Show arrangement, locations, and details of wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.
 - 1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
 - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
 - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 1. Maintain piezometric water level a minimum of 60 inches below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
 - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

END OF SECTION 02240

SECTION 02260 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes temporary excavation support and protection systems.

1.2 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
 - 1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer.

1.3 SUBMITTALS

- A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.
 - 1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 PROJECT CONDITIONS

- A. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
 - 1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.

- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.
- D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of 4 inches.
- E. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- F. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 , deformed.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- C. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- D. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
 - 1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
 - 2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place.

END OF SECTION 02260

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses and exterior plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase and base course for asphalt paving.
6. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM AASHTO M 145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

3.2 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit or As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3.
- D. Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.

4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or as recommended elsewhere in these specifications.
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
 - 2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02510 - WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and specialties outside the building for the following:
 - 1. Water services.
 - 2. Fire-service mains, if shown on the contract drawings.
 - 3. Combined water service and fire-service mains.
 - 4. Aboveground water piping for applications other than water-service piping.

1.2 SUBMITTALS

- A. Product Data: For the following:
 - 1. Valves and accessories.
 - 2. Water meters and accessories.
 - 3. Backflow preventers and assemblies.
 - 4. Fire hydrants.
 - 5. Fire department connections.
- B. Wiring Diagrams: Power, signal, and control wiring.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For the following:
 - 1. Water meters.
 - 2. Valves.
 - 3. Backflow preventers.
 - 4. Protective enclosures.
 - 5. Hydrants.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.

- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with FM's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- E. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.
- F. NSF Compliance:
 - 1. Comply with NSF 14 for plastic potable-water-service piping.
 - 2. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.

1.5 COORDINATION

- A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
 - 4. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.3 PIPE AND FITTINGS

- A. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151, with mechanical-joint, bell- and plain-spigot end unless grooved or flanged ends are indicated.
 - 1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
- B. Push-on-Joint, Ductile-Iron Pipe: AWWA C151, with push-on-joint, bell- and plain-spigot end unless grooved or flanged ends are indicated.
 - 1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Gaskets: AWWA C111, rubber.
- C. Soft Copper Tube: **ASTM B 88, Type K and ASTM B 88, Type L**, water tube, annealed temper.
 - 1. Copper Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint pressure type. Furnish only wrought-copper fittings if indicated.
- D. PE, ASTM Pipe: ASTM D 2239, SIDR Numbers 5.3, 7, or 9; with PE compound number required to give pressure rating not less than 200 psig.
 - 1. Insert Fittings for PE Pipe: ASTM D 2609, made of PA, PP, or PVC with serrated, male insert ends matching inside of pipe. Include bands or crimp rings.
 - 2. Molded PE Fittings: ASTM D 3350, PE resin, socket- or butt-fusion type, made to match PE pipe dimensions and class.
- E. PVC, Schedule 40 Pipe: ASTM D 1785.
 - 1. PVC, Schedule 40 Socket Fittings: ASTM D 2466.
- F. PVC, Schedule 80 Pipe: ASTM D 1785.
 - 1. PVC, Schedule 80 Socket Fittings: ASTM D 2467.
- G. PVC, AWWA Pipe: AWWA C900, Class 150 and Class 200, with bell end with gasket and spigot end.
 - 1. Comply with UL 1285 for fire-service mains if indicated.

2. PVC Fabricated Fittings: AWWA C900, Class 150 and Class 200, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
3. PVC Molded Fittings: AWWA C907, Class 150, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.

2.4 JOINING MATERIALS

- A. Refer to Division 2 Section "Utility Materials" for commonly used joining materials.
- B. Brazing Filler Metals: AWS A5.8, BCuP Series.
- C. Soldering Flux: ASTM B 813, water-flushable type.
- D. Solder Filler Metal: ASTM B 32, lead-free type with 0.20 percent maximum lead content.

2.5 VALVES

A. AWWA, Cast-Iron, Gate Valves:

1. [Available Manufacturers:

- a. American AVK Co.; Valves & Fittings Div.
- b. American Cast Iron Pipe Co.; American Flow Control Div.
- c. American Cast Iron Pipe Co.; Waterous Co. Subsidiary.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. East Jordan Iron Works, Inc.
- f. Grinnell Corporation; Mueller Co.; Water Products Div.
- g. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa).
- h. McWane, Inc.; Kennedy Valve Div.
- i. McWane, Inc.; Tyler Pipe; Utilities Div.
- j. NIBCO INC.
- k. United States Pipe and Foundry Company.

2. Nonrising-Stem, Metal-Seated Gate Valves: AWWA C500, gray- or ductile-iron body and bonnet; with cast-iron or bronze double-disc gate, bronze gate rings, bronze stem, and stem nut.

- a. Minimum Working Pressure: 200 psig (1380 kPa).
- b. End Connections: Mechanical joint.
- c. Interior Coating: Complying with AWWA C550.

3. Nonrising-Stem, Resilient-Seated Gate Valves: AWWA C509, gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut.

- a. Minimum Working Pressure: 200 psig (1380 kPa).
- b. End Connections: Mechanical joint.
- c. Interior Coating: Complying with AWWA C550.

B. UL/FM, Cast-Iron Gate Valves:

1. [Available Manufacturers:
 - a. American Cast Iron Pipe Co.; American Flow Control Div.
 - b. American Cast Iron Pipe Co.; Waterous Co. Subsidiary.
 - c. Central Sprinkler Company.
 - d. Crane Co.; Crane Valve Group; Stockham Div.
 - e. Grinnell Corporation.
 - f. Grinnell Corporation; Mueller Co.; Water Products Div.
 - g. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa).
 - h. McWane, Inc.; Kennedy Valve Div.
 - i. McWane, Inc.; M & H Valve Company Div.
 - j. NIBCO INC.
 - k. United States Pipe and Foundry Company.

2. UL/FM, Nonrising-Stem Gate Valves: UL 262, FM-approved iron body and bonnet with flange for indicator post, bronze seating material, and inside screw.
 - a. Minimum Working Pressure: 175 psig (1207 kPa).
 - b. End Connections: Flanged.

2.6 GATE VALVE ACCESSORIES AND SPECIALTIES

- A. Tapping-Sleeve Assemblies: Comply with MSS SP-60. Include sleeve and valve compatible with drilling machine.
 1. [Available Manufacturers:
 - a. American Cast Iron Pipe Co.; Waterous Co. Subsidiary.
 - b. East Jordan Iron Works, Inc.
 - c. Grinnell Corporation; Mueller Co.; Water Products Div.
 - d. International Piping Services Company.
 - e. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa).
 - f. McWane, Inc.; Kennedy Valve Div.
 - g. McWane, Inc.; M & H Valve Company Div.
 - h. United States Pipe and Foundry Company.

 2. Tapping Sleeve: Cast- or ductile-iron or stainless-steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.
 3. Valve: AWWA, cast-iron, nonrising-stem, resilient-seated gate valve with one raised face flange mating tapping-sleeve flange.

- B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section, adjustable extension of length required for depth of burial of valve, plug with lettering "WATER," bottom section with base of size to fit over valve, and approximately 5-inch- (125-mm-) diameter barrel.
 1. Operating Wrenches: Steel tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut.

- C. Vertical-Type Indicator Posts: UL 789, FM-approved, cast-iron body with operating wrench, extension rod, and adjustable cast-iron barrel of length required for depth of burial of valve.

2.7 CORPORATION VALVES AND CURB VALVES

A. Available Manufacturers:

1. Amcast Industrial Corporation; Lee Brass Co.
2. Ford Meter Box Company, Inc. (The).
3. Grinnell Corporation; Mueller Co.; Water Products Div.
4. Jones, James Company.
5. Master Meter, Inc.
6. McDonald, A. Y. Mfg. Co.
7. Red Hed Manufacturing Co.

B. Service-Saddle Assemblies: Comply with AWWA C800. Include saddle and valve compatible with tapping machine.

1. Service Saddle: Copper alloy with seal and AWWA C800, threaded outlet for corporation valve.
2. Corporation Valve: Bronze body and ground-key plug, with AWWA C800, threaded inlet and outlet matching service piping material.

C. Curb Valves: Comply with AWWA C800. Include bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet matching service piping material.

D. Service Boxes for Curb Valves: Similar to AWWA M44 requirements for cast-iron valve boxes. Include cast-iron telescoping top section of length required for depth of burial of valve, plug with lettering "WATER," bottom section with base of size to fit over curb valve, and approximately 3-inch- (75-mm-) diameter barrel.

1. Shutoff Rods: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve.

2.8 WATER METERS

A. **Available** Manufacturers:

1. ABB Water Meters, Inc.
2. Badger Meter, Inc.
3. Schlumberger Limited; Water Div.
4. Sensus Technologies, Inc.
5. Water Specialties Corp.

B. Description: AWWA C700, displacement-type, bronze main case. Register flow in gallons (liters) unless cubic feet (cubic meters) are indicated.

C. Description: AWWA C702, compound-type, bronze case. Register flow in gallons (liters) unless cubic feet (cubic meters) are indicated.

- D. Water-Meter Boxes: Cast-iron body and cover for disc-type water meter with lettering "WATER METER" in cover; and slotted, open-bottom base section of length to fit over service piping.

2.9 BACKFLOW-PREVENTION DEVICES

A. Available Manufacturers:

1. Ames Co., Inc.
2. Cla-Val Co.
3. CMB Industries, Inc.; Febco Div.
4. Conbraco Industries, Inc.
5. FLOMATIC Corp.
6. Grinnell Corporation; Mueller Co.; Hersey Meters.
7. Watts Industries, Inc.; Water Products Div.
8. Zurn Industries, Inc.; Wilkins Div.

B. General: ASSE standard, backflow preventers.

1. Working Pressure: 150 psig (1035 kPa) minimum, unless otherwise indicated.
2. NPS 2 (DN 50) and Smaller: Bronze body with threaded ends.
3. NPS 2-1/2 (DN 65) and Larger: Bronze, cast-iron, steel, or stainless-steel body with flanged ends.
 - a. Interior Lining: AWWA C550 or FDA-approved, epoxy coating for backflow preventers having cast-iron or steel body.
4. Interior Components: Corrosion-resistant materials.
5. Exterior Finish: Polished chrome plate if used in chrome-plated piping system.

C. Pipe-Applied, Atmospheric-Type Vacuum Breakers: ASSE 1001, with floating disc and atmospheric vent.

D. Reduced-Pressure-Principle Backflow Preventers: AWWA C511, suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet; test cocks; and pressure-differential relief valve with ASME A112.1.2, air-gap fitting located between two positive-seating check valves.

1. Maximum Pressure Loss: 12psig through middle 1/3 of flow range.

E. Double-Check-Valve Backflow Prevention Assemblies: AWWA C510, suitable for continuous pressure application. Include outside screw and yoke gate valves on inlet and outlet, and strainer on inlet; test cocks; and two positive-seating check valves.

1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.

F. Double-Check-Valve Backflow Prevention Assemblies: UL 312, FM approved; with two UL 312, FM-approved, iron-body, 175-psig (1207-kPa) working-pressure, flanged-end check valves and two UL 262, FM-approved, iron-body, outside screw and yoke, flanged, 175-psig (1207-kPa) working-pressure gate valves.

1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.
- G. Antisiphon-Pressure-Type Vacuum Breakers: ASSE 1020, suitable for continuous pressure application. Include shutoff valves, spring-loaded check valve, spring-loaded floating disc, test cocks, and atmospheric vent.
1. Maximum Pressure Loss: 5 psig through middle 1/3 of flow range.

2.10 FREESTANDING FIRE HYDRANTS

- A. Dry-Barrel Fire Hydrants: UL 246, FM-approved, one NPS 4-1/2 (DN 115) and two NPS 2-1/2 (DN 65) outlets, 5-1/4-inch (133-mm) main valve, drain valve, and NPS 6 (DN 150) mechanical-joint inlet. Hydrant shall have cast-iron body, compression-type valve opening against pressure and closing with pressure, and 150-psig (1035-kPa) minimum working-pressure design.
- B. Dry-Barrel Fire Hydrants: AWWA C502, one NPS 4-1/2 (DN 115) and two NPS 2-1/2 (DN 65) outlets, 5-1/4-inch (133-mm) main valve, drain valve, and NPS 6 (DN 150) mechanical-joint inlet. Include interior coating according to AWWA C550. Hydrant shall have cast-iron body, compression-type valve opening against pressure and closing with pressure, and 150-psig (1035-kPa) minimum working-pressure design.
1. Available Manufacturers:
 - a. American Cast Iron Pipe Co.; American Flow Control Div.
 - b. American Cast Iron Pipe Co.; Waterous Co. Subsidiary.
 - c. American Foundry Group, Inc.
 - d. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa).
 - e. McWane, Inc.; Kennedy Valve Div.
 - f. McWane, Inc.; M & H Valve Company Div.
 - g. Troy Valve.
 - h. United States Pipe and Foundry Company.
 2. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
 3. Operating and Cap Nuts: Pentagon, 1-1/2 inches (40 mm) point to flat.
 4. Direction of Opening: Open hydrant valve by turning operating nut to left or counterclockwise.
 5. Exterior Finish: Red alkyd-gloss enamel paint, unless otherwise indicated.

2.11 FIRE DEPARTMENT CONNECTIONS

- A. Exposed, Freestanding, Fire Department Connections: UL 405, cast-bronze body, with thread inlets according to NFPA 1963 and matching local fire department hose threads, and threaded bottom outlet. Include lugged caps, gaskets, and chains; lugged swivel connection and drop clapper for each hose-connection inlet; 18-inch- (460-mm-) high brass sleeve; and round escutcheon plate.
1. Available Manufacturers:

- a. AFAC, Inc.; Badger Fire Protection.
 - b. Elkhart Brass Mfg. Co., Inc.
 - c. Fire End & Croker Corporation.
 - d. Firematic Sprinkler Devices, Inc.
 - e. Grinnell Corporation.
 - f. Guardian Fire Equipment, Inc.
 - g. Reliable Automatic Sprinkler Co., Inc.
 - h. Smith Industries, Inc.; Potter-Roemer Div.
2. Connections: Two NPS 2-1/2 (DN 65) inlets and one [NPS 4 (DN 100)] [NPS 6 (DN 150)] outlet.
 3. Connections: three NPS 2-1/2 inlets and one NPS 6 outlet.
 4. Inlet Alignment: inline horizontal.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.
- B. Underground Water-Service Piping: Use[**any of**] the following piping materials for each size range:
 1. NPS 3/4 to NPS 2 (DN 20 to DN 50): Soft copper tube, Type K wrought-copper fittings; and soldered joints.
 2. NPS 3/4 to NPS 2 (DN 20 to DN 50): PE, ASTM pipe and heat-fusion joints.
 3. NPS 3/4 to NPS 2 (DN 20 to DN 50): PVC, Schedule 80 socket fittings; and solvent-cemented joints.
 4. NPS 2-1/2 to NPS 3-1/2 (DN 65 to DN 90): Soft copper tube, Type K wrought-copper fittings; and soldered joints.
 5. NPS 2-1/2 to NPS 3-1/2 (DN 65 to DN 90): PVC, Schedule 80 pipe; PVC, Schedule 80 socket fittings; and solvent-cemented joints.
 6. NPS 4 (DN 100): Ductile-iron, mechanical-joint pipe; and mechanical joints.
 7. NPS 4 (DN 100): PE, AWWA pipe; PE, AWWA fittings; and heat-fusion joints.
 8. NPS 4 (DN 100): PVC, Schedule 80 pipe, Schedule 80 socket fittings; and solvent-cemented joints.
 9. NPS 4 (DN 100): PVC, AWWA Class 150 pipe; PVC, AWWA Class 150 Ductile iron fittings; and gasketed joints.
 10. NPS 5 and NPS 6 (DN 125 and DN 150): Use NPS 6 (DN 150) ductile-iron, and mechanical joints.
 11. NPS 5 and NPS 6 (DN 125 and DN 150): Use NPS 6 (DN 150) PVC, AWWA Class 150 pipe; PVC, AWWA Class 150 ductile iron fittings; and gasketed joints.
- C. Underground Fire-Service-Main Piping: Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints.
- D. Underground Combined Water-Service and Fire-Service-Main Piping: Ductile-iron, ductile-iron, mechanical-joint fittings; and mechanical joints.

3.2 VALVE APPLICATIONS

- A. General Application: Use mechanical-joint-end valves for NPS 3 (DN 80) and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FM, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 (DN 50) and smaller installation.
- B. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
 - 1. Underground Valves, NPS 3 (DN 80) and Larger: AWWA, cast-iron, nonrising-stem, high-pressure, resilient-seated, gate valves with valve box.
 - 2. Underground Valves, NPS 4 (DN 100) and Larger, for Indicator Posts: UL/FM, Cast-iron, nonrising-stem gate valves with indicator post.

3.3 JOINT CONSTRUCTION

- A. See Division 2 Section "Utility Materials" for basic piping joint construction.
- B. Make pipe joints according to the following:
 - 1. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
 - 2. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.
 - 3. Copper Tubing Soldered Joints: ASTM B 828. Use flushable flux and lead-free solder.
 - 4. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D 2774 or ASTM D 3139 and pipe manufacturer's written instructions.
 - 5. PE Piping Insert-Fitting Joints: Use plastic insert fittings and fasteners according to fitting manufacturer's written instructions.
 - 6. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure. Refer to Division 2 Section "Utility Materials" for joining piping of dissimilar metals.

3.4 PIPING INSTALLATION

- A. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.
- B. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- C. Make connections larger than NPS 2 (DN 50) with tapping machine according to the following:
 - 1. Install tapping sleeve and tapping valve according to MSS SP-60.
 - 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 - 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.

4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- D. Make connections NPS 2 (DN 50) and smaller with drilling machine according to the following:
1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
 2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
 3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
 4. Install corporation valves into service-saddle assemblies.
 5. Install manifold for multiple taps in water main.
 6. Install curb valve in water-service piping with head pointing up and with service box.
- E. Comply with NFPA 24 for fire-service-main piping materials and installation.
- F. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.
- G. Install copper tube and fittings according to CDA's "Copper Tube Handbook."
- H. Install PVC, AWWA pipe according to AWWA M23 and ASTM F 645.
- I. Install PE pipe according to ASTM D 2774 and ASTM F 645.
- J. Bury piping with depth of cover over top at least 30 inches (750 mm), with top at least 12 inches (300 mm) below level of maximum frost penetration. The 12 inch raw water supply line shall have 42 inches of cover.
- K. Extend water-service piping and connect to water-supply source and building water piping systems at outside face of building wall in locations and pipe sizes indicated.
1. Terminate water-service piping at building wall until building water piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building water piping systems when those systems are installed.
- L. Sleeves are specified in Division 2.
- M. Mechanical sleeve seals are specified in Division 15 Section "Basic Mechanical Materials and Methods."
- N. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.
- O. Anchor service-entry piping to building wall.

3.5 ANCHORAGE INSTALLATION

- A. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:

1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
3. Fire-Service-Main Piping: According to NFPA 24.
4. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.6 VALVE INSTALLATION

- A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.
- B. UL/FM Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.
- C. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with service box.

3.7 WATER-METER INSTALLATION

- A. Install water meters, piping, and specialties according to utility company's written requirements.
- B. Water Meters: Install displacement-type water meters, NPS 2 (DN 50) and smaller, in meter boxes with shutoff valves on water-meter inlets. Include valves on water-meter outlets and valved bypass around meters unless prohibited by authorities having jurisdiction.
- C. Water Meters: Install compound-type water meters, NPS 3 (DN 80) and larger, in meter vaults. Include shutoff valves on water-meter inlets and outlets and valved bypass around meters. Support meters, valves, and piping on brick or concrete piers.
- D. Rough-in piping and specialties for water-meter installation according to utility company's written instructions and requirements.

3.8 BACKFLOW-PREVENTER INSTALLATION

- A. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to requirements of plumbing and health department and authorities having jurisdiction.
- B. Do not install backflow preventers with relief drain in vault or other space subject to flooding.
- C. Do not install bypass piping around backflow preventers.
- D. Support NPS 2-1/2 (DN 65) and larger backflow preventers, valves, and piping near floor and on brick or concrete piers.

3.9 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. AWWA-Type Fire Hydrants: Comply with AWWA M17.
- C. UL/FM-Type Fire Hydrants: Comply with NFPA 24.

3.10 FIRE DEPARTMENT CONNECTION INSTALLATION

- A. Install fire department connections of types and features indicated.
- B. Install ball drip valves at each check valve for fire department connection to mains.
- C. Install protective pipe bollards on [two] [three] <Describe other arrangement> sides of each freestanding fire department connection. Refer to Division 5 Section "Metal Fabrications" for pipe bollards.

3.11 CONNECTIONS

- A. Piping installation requirements are specified in other Division 2 Sections. Drawings indicate general arrangement of piping and specialties.
- B. See Division 2 Section "Utility Materials" for piping connections to valves and equipment.
- C. Connect water-distribution piping to utility water main. Use tapping sleeve and tapping valve.
- D. Connect water-distribution piping to interior domestic-water piping.
- E. Connect waste piping from drinking fountains to sanitary sewerage system. See Division 2 Section "Sanitary Sewerage" for connection to sanitary-sewer piping.
- F. Connect waste piping from drinking fountains to storm-drainage system. See Division 2 Section "Storm Drainage" for connection to storm-sewer piping.
- G. Ground equipment according to Division 16 Section "Grounding and Bonding."

3.12 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: Test at not less than 1-1/2 times working pressure for 2 hours.
 - 1. Increase pressure in 50-psig (350-kPa) increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig (0 kPa). Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts

(1.89 L) per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

- C. Prepare reports of testing activities.

3.13 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-service piping. Locate below finished grade, directly over piping. See Division 2 Section "Earthwork" for underground warning tapes.
- B. Permanently attach equipment nameplate or marker, indicating plastic water-service piping, on main electrical meter panel. See Division 2 Section "Utility Materials" for identifying devices.

3.14 CLEANING

- A. Clean and disinfect water-distribution piping as follows:
 - 1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 - 2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 - 3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or as described below:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.
- B. Prepare reports of purging and disinfecting activities.

END OF SECTION 02510

SECTION 02642 - SEWAGE VALVES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish and install valves, gates, and miscellaneous piping appurtenances, as indicated on the Drawings and as herein specified.
- B. The Drawings and Specifications direct attention to certain features of the equipment, but do not purport to cover all the details of their design. The equipment furnished shall be designed and constructed equivalent to the high quality equipment manufactured by such firms as are mentioned hereinafter, or as permitted by the Engineer. The Contractor shall furnish and install the equipment complete in all details and ready for operation.
- C. Valves for use in the following services are specified under their appropriate sections:
 - 1. Instrumentation.
- D. Electrical work and equipment specified herein shall conform to the requirements of the applicable electrical sections.
- E. Enclosures shall be of a suitable type for the atmospheres in which they are installed.
- F. Sizes and capacities not specified herein are indicated on the Drawings.

1.02 RELATED WORK

- A. Section 02225 - Excavating, Backfilling and Compacting for Utilities.
- B. Section 02731 - Gravity Sewers
- C. Section 02732 - Sewage Force Mains.

1.03 SUBMITTALS

- A. Complete shop drawings of all valves and appurtenances shall be submitted to the Engineer in accordance with the requirements of Section 01300.
- B. The manufacturer shall furnish the Engineer two (2) copies of an affidavit stating that the valve and all materials used in its construction conform to the applicable requirements of ANSI/AWWA valve, and that all tests

specified therein have been performed and that all test requirements have been met.

- C. The Engineer shall be furnished two (2) copies of affidavit that the "valve protection testing" has been done and that all test requirements have been met.
- D. The Engineer shall be furnished with two (2) copies of affidavit that inspection, testing and rejection are in accordance with AWWA Standards.

PART 2 - PRODUCTS

2.01 BALL VALVES

- A. Ball valves shall have double union ends to permit removal of the valve without disconnecting the pipeline and shall be of the type which will not leak when the downstream union end is disconnected.
- B. Viton "O" ring seals shall be used with teflon seats. Ball valves shall be installed with the flow arrow pointed in the direction of flow to permit disconnection of downstream piping.
- C. During installation, the valve handle shall be oriented for ease of operation by rotating the valve body about its axis prior to tightening the ends.
- D. Where indicated on the Drawings, the valve shall be equipped with a pointer and scale plate which will indicate the position of the valve at all times.
- E. Ball valve shall be installed with stem extension, floor box, and operating nut as indicated on the Drawings.

2.02 CHECK VALVES

- A. Check valves 3 inches and larger shall be iron body, bronze mounted, full opening, swing type check valves with bolted covers and flanged ends. Flanges shall be faced and drilled in accordance with the 125-pound AN Standard. Valves shall comply with AWWA Standard C508 latest revision.
- B. Valves shall be equipped with outside levers and weights.
- C. Valves shall be designed for working pressures as follows:

<u>Valve Size (Diameter)</u>	<u>Pressure</u>
3 to 12 inches	175 psi
14 to 24 inches	150 psi
30 inches and larger	120 psi

- D. Check valves smaller than 3 inches in size shall be 200-pound WOG minimum bronze or all brass swing check valves. Valves shall have screw-on cap and renewable composition disks. Valve body shall be as herein specified for gate valves.
- E. Check valves in pipelines carrying sewage or sludge shall be installed horizontally.

2.03 GATE VALVES

- A. All gate valves shall be of the double disc, parallel seat type, iron body, non-rising stem, fully bronze mounted with O-ring seals. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship and shall conform to the latest revisions of AWWA Specification C-509. Valves shall have a rated working pressure of 200 psi.
- B. Gate valves for meter pits, pump stations, or other installations as shown on the Drawings shall be furnished with flanged joint and connections, outside screw and yoke and handwheel operator. The gate valve shall have the direction of opening cast on the rim of the handwheel and provided with chain and lock.
- C. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure cast on the body of the valve.
- D. Valves shall be those manufactured by Mueller, M & H Valve Company, American, or approved equal.

2.04 COMBINATION AIR VALVES

- A. The combination valve shall be of the type that automatically exhausts large quantities of air during the filling of a system and allows air to re-enter during draining or when a vacuum occurs. The overall height less back wash accessories shall not exceed 18 inches. Valves shall be constructed of reinforced nylon body, stainless steel inner metal parts and polypropylene float with Buna-N O-ring.
- B. All parts of the valves and the operating mechanisms shall be made of non-corrodible materials.
- C. On sewage or sludge lines, the combination air/vacuum valve shall be Model D-025 short version, manufactured by A.R.I., or equivalent. Sizing shall be as indicated on the Drawings.
- D. Line markers shall be located at each valve location unless otherwise shown.

2.05 PRESSURE GAUGES

- A. Pressure gauges shall have cast brass cases with bourdon tubes and precision rotary movements of bronze, nickel, or other material suitable to the environment in which they will be located. Dials shall be 6 inches in diameter with a pressure range of 0 to 100 psi. Provide female quick coupler for connection to corporation stop.
- B. Corporation stops shall be similar to Ford Products and shall have iron pipe threads with pack joint connection outlets. Provide male quick coupler for attachment of pressure gauge.
- C. Pressure gauges shall have a snubber to prevent shock damage to gauges.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Valves shall be installed as nearly as possible in the positions indicated on the Drawings consistent with conveniences of operating the handwheel or wrench. All valves shall be carefully erected and supported in their respective positions free from all distortion and strain on appurtenances during handling and installation.
- B. All material shall be carefully inspected for defects in workmanship and material, all debris and foreign material cleaned out of valve openings and seats, all operating mechanisms operated to check their proper functioning, and all nuts and bolts checked for tightness.
- C. Valves and other equipment which do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.
- D. Valves shall not be installed with stems below the horizontal.
- E. Valves shall be set plumb and supported adequately in conformance with the instructions of the manufacturer. Valves mounted on the face of concrete shall be shimmed vertically and grouted in place. Valves in the control piping shall be installed so as to be easily accessible.
- F. Where chain wheels are provided for remote operation of valves, two S-shaped hooks shall be provided for each valve to enable the chains to be hooked so as not to interfere with personnel traffic.

- G. Valves shall be provided with extension stems where required for convenience of operation. Extension stems shall be provided for valves installed underground and elsewhere so that the operating wrench does not exceed 6 feet in length.
- H. A permanent type gasket of uniform thickness shall be provided between flanges of valves and sluice gates and their wall thimble.
- I. Wall thimbles shall be accurately set in the concrete walls so that the gates can be mounted in their respective positions without distortion or strain.
- J. Plug valves in horizontal sewage and sludge piping shall be installed with the shaft horizontal such that when in the open position, the plug is located in the upper part of the valve body. Valves shall be oriented so that in the closed position, the plug is at the upstream end of the valve.
- K. Floorstand operators and stem guides shall be set so that the stems shall run smoothly in true alignment. Guides shall be anchored firmly to the walls. Distances from the centerlines of gates to the operating level or base of floorstand shall be checked by the Contractor and adjusted if necessary to suit the actual conditions of installation.

3.02 PAINTING

Valves shall be factory primed and fully coated, inside and out, with fusion bonded epoxy in accordance with the latest revision of AWWA C550 Standard.

END OF SECTION 02642

SECTION 02731 - GRAVITY SEWERS

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, material, and equipment necessary to install gravity sewer piping together with all appurtenances as shown and detailed on the Drawings and specified herein.

1.02 RELATED WORK

- A. Section 02225 - Excavating, Backfilling, and Compacting for Utilities.
- B. Section 02735 - Manholes and Precast Sewage Structures.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

A. Polyvinyl Chloride (PVC) Pipe:

1. Solid Wall PVC Pipe (SDR 35):

- a. PVC pipe and fittings less than 15 inches in diameter shall conform to the requirements of ASTM Standard Specifications for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings, Designation D 3034. Pipe and fittings shall have a minimum cell classification of 12454B or 12454C as defined in ASTM D-1784. All pipe shall have a pipe diameter to wall thickness ratio (SDR) of a maximum of 35.
- b. Joints shall be push-on bell and spigot type using elastomeric ring gaskets conforming to ASTM D 3212 and F 477. The gaskets shall be securely fixed into place in the bells so that they cannot be dislodged during joint assembly. The gaskets shall be of a composition and texture which is resistant to common ingredients of sewage and industrial wastes, including oils and groundwater, and which will endure permanently under the conditions of the proposed use.
- c. Pipe shall be furnished in lengths of not more than 13 feet. The centerline of each pipe section shall not deviate from a straight line drawn between the centers of the openings at the ends by more than 1/16 inch per foot of length.

- d. PVC pipe shall not have a filler content greater than ten percent (10%) by weight relative to PVC resin in the compound.
- e. PVC pipe shall be clearly marked at intervals of 5 feet or less with the manufacturer's name or trademark, nominal pipe size, PVC cell classification, the legend "Type PSM SDR 35 PVC Sewer Pipe" and the designation "ASTM D 3034", or "ASTM F-679". Fittings shall be clearly marked with the manufacturer's name or trademark, nominal size, the material designation "PVC", "PSM" and the designation "ASTM D 3034", or "ASTM F-679".
- f. PVC pipe shall have a minimum pipe stiffness of 46 psi for each diameter when measured at 5 percent vertical ring deflection and tested in accordance with ASTM D-2412.
- g. Five (5) copies of directions for handling and installing the pipe shall be furnished to the Contractor by the manufacturer at the first delivery of pipe to the job. PVC pipe installation shall conform to ASTM D-2321 latest revision.
- h. Pipe shall be as manufactured by J&M Pipe Company, or equivalent.

PART 3 - EXECUTION

3.01 PIPE LAYING

- A. All pipe shall be laid with ends abutting and true to the lines and grades indicated on the Drawings. The pipe shall be laid straight between changes in alignment and at uniform grade between changes in grade. Pipe shall be fitted and matched so that when laid in the trench, it will provide a smooth and uniform invert. Supporting of pipe shall be as set out in Section 02225 and in no case shall the supporting of pipe on blocks be permitted.
- B. Before each piece of pipe is lowered into the trench, it shall be thoroughly swabbed out to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe and beveled to match the factory bevel for insertion into gasketed joints. Bevel can be made with hand or power tools.
- C. The interior of the pipe, as the work progresses, shall be cleaned of dirt, jointing materials, and superfluous materials of every description. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood plug fitted into the pipe bell so as to exclude earth or

other material and precautions taken to prevent flotation of pipe by runoff into trench.

- D. All pipe shall be laid starting at the lowest point and installed so that the spigot ends point in the direction of flow.

3.02 JOINTING

All joint surfaces shall be cleaned immediately before jointing the pipe. The bell or groove shall be lubricated in accordance with the manufacturer's recommendation. Each pipe unit shall then be carefully pushed into place without damage to pipe or gasket. All pipe shall be provided with home marks to insure proper gasket seating. Details of gasket installation and joint assembly shall follow the direction of the manufacturer's of the joint material and of the pipe. The resulting joints shall be watertight and flexible. **No solvent cement joints shall be allowed.**

3.03 WATER PIPE CROSSING CONCRETE ENCASUREMENT

- A. At locations shown on the Drawings, required by the Specifications, or as directed by the Engineer, concrete encasement shall be used when the clearance between the proposed sewer pipe and any existing water pipe is 18 inches or less.
- B. Whether the proposed sewer pipe is above or below the existing water pipe, the concrete shall fully encase the sewer pipe and extend to the spring line of the water pipe. Encasement shall extend in each direction along the sewer pipe until the encased sewer pipe is 10 feet from the water pipe, measured perpendicular to the water pipe.
- C. Concrete shall be 3,500 psi and shall be mixed sufficiently wet to permit it to flow between and under pipes to form a continuous bridge. In tamping the concrete, care shall be taken not to disturb the grade or line of either pipe or damage the joints.
- D. Concrete for this Work is not a separate pay item and will be considered incidental to sewer pipe installation.

3.04 TESTING OF GRAVITY SEWER LINES

- A. After the gravity piping system has been brought to completion, and prior to final inspection, the Contractor shall rod out the entire system by pushing through each individual line in the system, from manhole to manhole, appropriate tools for the removal from the line of any and all dirt, debris, and trash. If necessary during the process of rodding the system, water shall be

turned into the system in such quantities to carry off the dirt, debris and trash.

- B. Testing and inspection shall be conducted no earlier than 30 days after final trench backfill. As-built drawings shall be submitted to the Owner prior to testing.
- C. The piping system shall be inspected and tested in accordance with the requirements shown on the standard detail of the Drawings.

END OF SECTION 02731

SECTION 02735 - MANHOLES AND PRECAST SEWAGE STRUCTURES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor, material, and equipment necessary to construct manholes for sanitary sewers, including frames and covers, together with all appurtenances as shown and detailed on the Drawings and specified herein. Manhole materials shall be precast concrete as detailed on the Contract Drawings. An internal flexible rubber frame seal and where necessary, an interlocking extension or extensions, shall be used to seal the entire chimney of all sanitary manholes. The seal and extension or extensions shall extend from the frame down to the top of the cone.

- B. When and where detailed or specified, the Contractor shall furnish all labor, material, and equipment necessary to construct wetwells and valve vaults for sanitary sewer collection system or sewage treatment pump stations, including steps, cast-in place hatches, and all appurtenances as shown and detailed on the Drawings and specified herein. Wetwell and valve vault materials shall be precast concrete as detailed on the Contract Drawings.

- C. For all manholes, concrete structures, and concrete pipe, Xypex Admix C-1000R with red dye shall be added to the concrete during batching operations to provide chemical resistance and waterproofing. The Xypex Admix C-1000R shall be added at 3.5%, including dye, of the required weight of Portland Cement. The amount of cement shall remain the same and shall not be reduced. A colorant shall be added at the Xypex manufacturing plant.

1.02 RELATED WORK

- A. Section 02731 - Gravity Sewers.
- B. Section 02732 - Sewage Force Mains
- C. Division 3 - Concrete.

1.03 DEFINITIONS

- A. Standard Manhole: Any manhole that is greater than 4 feet in depth, as measured from the invert of the manhole base at its center to the bottom of the manhole frame. A standard manhole will terminate with a manhole cone with ring and lid.
- B. Shallow Manhole: Any manhole that is 4 feet or less in depth, as measured in the preceding sentence. A shallow manhole will terminate in a flat top with ring and lid.
- C. Manhole Chimney: The cylindrical variable height portion of a manhole structure used to support and adjust the finished grade of the manhole frame. The chimney extends from the top of the cone to the base of the manhole frame.
- D. Manhole Cone: That portion of a manhole structure which slopes upward and inward from the barrel of the manhole to the required chimney or frame diameter.
- E. Wetwell: A pump station sewage containing structure constructed of pre-cast concrete components which could be used for large diameter manholes. A wetwell will terminate in a flat top with a hatch and lid cast into the cover.
- F. Valve vault: A pump station valve protection structure constructed of pre-cast concrete components which could be used for manholes. A valve vault will terminate in a flat top with a hatch and lid cast into the cover.

PART 2 - PRODUCTS

2.01 CONCRETE MANHOLES - GENERAL

- A. Manholes shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the Drawings.
1. All 4-foot diameter concrete manholes shall have precast reinforced concrete developed bases. Invert channels shall be factory constructed when the base is made. Sloping invert channels shall be constructed whenever the difference between the inlet and outlet elevation is 2 feet or less. The inverts of the developed bases shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent, within the manhole, to the centerlines of adjoining pipelines. Concrete Manholes with diameters greater than 4 feet shall have cast-in-place or plastic formed inverts which shall be installed after construction of the manhole.
 2. The concrete manhole walls (barrels and cones) shall be precast concrete sections. The top of the cone shall be built of reinforced concrete adjustment rings to permit adjustment of the frame to meet the finished surface. Minimum strength of the concrete for the precast sections shall be 4,000 psi at the time of shipment.
 3. The base section shall be monolithic for 4-foot diameter manholes. Manholes with a diameter of 5 feet or larger shall have a base slab.
 4. Manhole frames and covers shall be the standard frame and cover as indicated on the Drawings and specified hereinafter in this Section.
- B. Manholes shall be manufactured by Sherman Dixie Concrete Industries, or approved equivalent.

2.02 CONCRETE WETWELLS AND VALVE VAULTS - GENERAL

- A. Wetwells and valve vaults shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the Drawings.
 - 1. Concrete wetwells shall have cast-in-place inverts. Invert slopes shall be as depicted on the drawings or as required by the pump manufacturer.
 - 2. The concrete wetwell and valve vault walls (barrels) shall be precast concrete sections. The tops of both structures shall be flat, with frames and hatches cast into the slab sections. Minimum strength of the concrete for the precast sections shall be 4,000 psi at the time of shipment.
 - 3. The base section shall be monolithic for 4-foot diameter wetwells and valve vault structures. Wetwells and valve vault structures with diameters of 5 feet or larger shall have a base slab.
- B. Precast components for wetwells and valve vaults shall be manufactured by Sherman Dixie Concrete Industries, or approved equivalent.

2.03 PRECAST CONCRETE SECTIONS

- A. Precast concrete sections and appurtenances shall conform to the ASTM Standard Specifications for Precast Reinforced Concrete Manhole Sections, Designation C478, latest revision, with the following exceptions and additional requirements.
 - 1. The wall sections shall be not less than 5 inches thick.
 - 2. Only Type II cement shall be used except as otherwise specified.
- B. Joints between sections shall be made watertight through the use of rope mastic or butyl mastic joint sealant (Kent Seal or equivalent), and exterior joint wrap (see Article 2.08).

2.04 MANHOLE FRAMES AND COVERS

- A. The Contractor shall furnish all cast-iron manhole frames and covers conforming to the details shown on the Drawings, or as specified.
 - 1. The castings shall be of good quality, strong, tough, evengrained cast iron, smooth, free from scale, lumps, blisters, sandholes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.
 - 2. All castings shall be thoroughly cleaned and subject to a careful hammer inspection.
 - 3. Castings shall be at least Class 25 conforming to the ASTM Standard Specifications for Gray Iron Casting, Designation A48, latest revision.
 - 4. Unless otherwise specified or detailed, manhole covers shall be 22-3/4 inches in diameter, weighing not less than 350 pounds per frame and cover. Manhole covers shall set neatly in the rings, with contact edges machined for even bearing and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness. The covers shall have two (2) pick holes about 1-1/4 inches wide and 2 inches deep with 3/8-inch undercut all around. Covers shall not be perforated.
 - 5. All covers shall be marked in large letters "FSD" in the center.

- B. Frames and covers shall be J.R. Hoe and Sons, Mc-350, or approved equivalent.

2.05 PIPE CONNECTOR SYSTEM

- A. All holes for pipe connections in manhole and wetwell barrels and bases shall have a factory-installed flexible rubber pipe connector system to prevent infiltration. The pipe connector system shall conform to the latest revision of ASTM-C923.

- B. For manholes of 12 feet or less in depth, without the presence of ground water, the pipe connector system shall be A-Lok Manhole Pipe Seal as

manufactured by A-Lok Corporation, Trenton, NJ; Contour Seal or Kor-N-Seal as manufactured by National Pollution Control Systems, Inc., Nashua, NH; PSX as manufactured by Press-Seal Gasket Corporation, or an approved equivalent.

- C. For manholes of 12 feet or greater in depth, or when ground water is present, the pipe connector system shall be A-Lok Manhole Pipe Seal as manufactured by A-Lok Corporation, Trenton, NJ, or an approved equivalent.

2.06 POLYETHYLENE DIAPHRAGM MANHOLE FRAME INSERTS

- A. Polyethylene diaphragm manhole frame inserts shall be installed in all manholes or those manholes which are susceptible to inflow as indicated on the Drawings.

1. Polyethylene diaphragm manhole frame inserts shall be manufactured from corrosion-proof material suitable for atmospheres containing hydrogen sulfide and diluted sulfuric acid.
2. The body of the manhole insert shall be made of high density polyethylene copolymer material meeting ASTM Specification D 1248, Class A, Category 5, Type III (the insert shall have a minimum impact brittleness temperature of -180 degrees Fahrenheit). The thickness shall be a uniform 1/8 inch or greater. The manhole frame insert shall be manufactured to dimensions as shown on the Drawings to allow easy installation within the manhole frame.
3. Insert gaskets shall be made of closed cell neoprene. The gasket shall have a pressure sensitive adhesive on one side and shall be placed under the weight bearing surface of the insert by the manufacturer. The adhesive shall be compatible with the manhole insert material so as to form a long-lasting bond in either wet or dry conditions.
4. A lift strap shall be attached to the rising edge of the bowl insert. The lift strap shall be made of 1 inch wide woven polypropylene web and shall be seared on all cut ends to prevent unraveling. The lift strap shall be attached to the manhole insert by means of a stainless steel rivet. Placement of the lift strap shall provide easy visual location.
5. Standard ventilation shall be by means of vent hole on the side wall of the manhole frame insert approximately 3/4-inches below the lip. The vent hole will allow a maximum release of 10 gallons per 24 hours when the insert is full.
6. The manhole frame insert shall be manufactured to fit the manhole frame rim upon which the manhole cover rests. The Contractor is responsible for obtaining specific measurements of each manhole cover to insure a proper fit. The manhole frame shall be cleaned of all dirt, scale and debris before placing the manhole frame insert on the rim.

- B. The polyethylene diaphragm manhole inserts shall be Parsons Rainstopper or equivalent.

2.07 MANHOLE FRAME SEAL

- A. Manhole frame seals shall consist of a flexible internal rubber sleeve and extension and stainless steel compression bands, all conforming to the following requirements:
1. Rubber Sleeve and Extension - The flexible rubber sleeve, extensions and wedge strips shall be extruded or molded from a high grade rubber compound conforming to the applicable requirements of ASTM C-923, with a minimum 1500 psi tensile strength, maximum 18% compression set and a hardness (durometer) of 48_5.
 2. The sleeve shall be either double or triple pleated, with a minimum unexpanded vertical height of 8 inches and 10 inches respectively and a minimum thickness of 3/16 inches. The top and bottom section of the sleeve shall contain an integrally formed expansion band recess and multiple sealing fins.
 3. The top section of the extension shall have a minimum thickness of 3/32 inches and shall be shaped to fit into the bottom band recess of the sleeve under the bottom chimney seal band and the remainder of the extension shall have a minimum thickness of 3/16 inches. The bottom section of the extension shall contain an integrally formed expansion band recess and multiple sealing fins matching that of the rubber sleeve.
 4. Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.
 5. The continuous wedge strip used to adapt the rubber sleeve to sloping surfaces shall have the slope differential needed to provide a vertical band recess surface, be shaped to fit into the band recess and have an integral band restraint. The length of the wedge strip shall be such that, when its ends are butted together, it will cover the entire inside circumference of that band recess needing slope adjustment.
 6. The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to ASTM A-240 Type 304, with no welded attachments and shall have a minimum width of 1: inches. The bands shall have a minimum adjustment range of 2 diameter inches and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to make a watertight seal. The band shall be permanently held in this expanded position with a positive locking mechanism, any studs and nuts used for this mechanism shall be stainless steel conforming to ASTM F-923 and 594, Type 304.
- B. Manhole frame seals shall be manufactured by Cretex Specialty Products or approved equivalent.

2.08 JOINT WRAP

- A. Exterior joint wraps shall be installed on all manholes. The manhole joint wrap shall be manufactured as a complete unit, sized and ready for installation. The unit shall consist of a bottom layer of heavy rubberized mastic reinforced with a woven polypropylene fabric with a top layer consisting of rubberized mastic with an outer layer of impervious polyethylene. Between the two layers are non-rusting plastic straps encased in sheathing tubes that allow the straps to move freely when tightened around the manhole.
- B. Units shall be measured to manhole diameter plus 12 inches so that the 12 inch flap can cover the strap connection and provide additional protection against water penetration.
- C. Manhole wrap shall be Cretex Manhole Wrap by Cretex Specialty Products, Inc., Waukesha, WI,; Mar Mac Construction Products, Inc, McBee SC , or approved equivalent product.

2.09 CLEANOUTS

- A. Cleanouts shall be extended above finish grade and capped with a clean-out plug in accordance with details and at locations shown on the Drawings.
 - 1. Pipe and fittings shall meet the same specifications as the gravity sewer line in which the cleanout is located.

2.10 DROP CONNECTIONS

New drop connections shall be installed outside the manhole as shown on the Drawings. In the case of a drop connection to an existing manhole, installation may be inside the manhole as shown on the Drawings.

PART 3 - EXECUTION

3.01 FABRICATION - PRECAST SECTIONS

- A. Manhole and valve vault sections shall contain manhole steps accurately positioned and embedded in the concrete when the section is cast. Wet well sections shall contain no manhole steps.

- B. Sections shall be cured in an enclosed curing area and shall attain a strength of 4,000 psi prior to shipment.
- C. No more than two (2) lift holes or inserts may be cast or drilled in each section.
- D. Flat slab tops shall have a minimum thickness of 6 inches and reinforcement in accordance with ASTM C478.
- E. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the precast sections.
- F. Acceptance of the sections will be on the basis of material tests and inspection of the completed product and test cylinders if requested by the Engineer.
- G. Cones shall be precast sections of similar construction.

3.02 SETTING PRECAST SECTIONS

- A. Precast reinforced concrete sections shall be set so as to be vertical and with sections and steps, where required, in true alignment.
- B. Rubber gaskets shall be installed in all section joints in accordance with the manufacturer's recommendations.
- C. All holes in sections used for their handling shall be thoroughly plugged with rubber plugs made specifically for this purpose.

3.03 SETTING MANHOLE FRAMES AND COVERS

- A. Manhole frames shall be set with the tops conforming to the required elevations set forth hereinbefore. Frames shall be set concentric with the top of the concrete and in a full bead of butyl mastic sealant so that the space between the top of the manhole and the bottom flange of the frame shall be completely watertight.
- B. Manhole covers shall be left in place in the frames on completion of other work at the manholes.

3.04 ADJUSTING MANHOLE FRAMES AND COVERS TO GRADE

- A. Unless otherwise shown on the Drawings, the top of the precast concrete eccentric cone of a standard manhole or the top of the flat slab of a shallow manhole shall terminate not less than 4 inches below existing grade in an unpaved non-traffic area (except in a residential yard) and not less than 13 inches below existing grade in a paved or unpaved traffic area and in a

residential yard. The frame and lid shall be adjusted to the required final grade as described hereinafter.

- B. Only clean adjusting sections shall be used. Each adjusting section shall be laid in a bead of butyl mastic sealant and shall be thoroughly bonded.
- C. When a manhole is located in an unpaved non-traffic area (other than a residential yard), the frame and cover shall be adjusted to a final elevation of 3 inches to 5 inches above the existing grade at the center of the cover. If field changes have resulted in the installed manhole invert elevation being lower than the invert elevation shown on the Drawings, the adjustment to the required final elevation of 3 inches to 5 inches above existing grade shall be accomplished by the use of precast concrete adjusting rings. If field changes have resulted in the completed manhole invert being higher than the invert shown on the Drawings and the top of the frame and cover being higher than 5 inches above the existing grade, then the Contractor shall substitute, at no additional cost to the Owner, a shorter barrel section on the manhole so that the frame and lid may be adjusted to the proper final elevation through the use of precast concrete adjusting rings.
- D. When a manhole is located in a bituminous, concrete, or crushed stone traffic area, or in a residential yard, the frame and cover shall be adjusted to the grade of the surrounding area by the use of precast concrete rings. The adjusted frame and lid shall conform to the elevation and slope of the surrounding area. If field changes have resulted in the completed manhole invert being higher than the invert shown on the Drawings and the top of the eccentric cone, when used, or the top of the flat shab, when used, being less than the height of the frame and lid below the grade of the surrounding area, then the Contractor shall substitute, at no additional cost to the Owner, a shorter barrel section on the manhole so that the frame and lid may be adjusted to the proper final elevation through the use of precast concrete adjusting rings.
- E. The Contractor shall coordinate elevations of manhole covers in paved streets with the Owner. If resurfacing of the street in which sewers are laid is expected within twelve (12) months, covers shall be set 1-1/2 inches above the existing pavement surface in anticipation of the resurfacing operations.

3.05 INSTALLATION OF MANHOLE FRAME SEAL

- A. The Contractor shall measure the manhole to determine the information required on the manufacturer's ■Sizing and Ordering• procedure.
 - 1. All sealing surfaces shall be reasonably smooth, clean and free of any form offsets or excessive honeycomb. The top internal portions of the cone shall have a minimum 3-inch high vertical surface. The

preparation of this vertical surface when none exists shall be in accordance with the frame seal manufacturer's instructions.

2. The internal frame seals and extensions shall be installed in accordance with the manufacturer's instructions. The Contractor shall have a manufacturer's recommended expansion tool and all other equipment/tools necessary to install the frame seals.
3. Manhole frame seals shall be visually inspected after installation to ensure that the seal is properly positioned, tight against the manhole and frame surfaces, that no voids or leakage points exist and that the bands are securely locked in place. Any seals failing this inspection shall be reworked as necessary and reinspected at no additional cost to the Owner.

3.06 INSTALLATION OF JOINT WRAP

- A. Units should be measured to manhole diameter plus 12 inches .
- B. Check the surface to make sure there is not a build up of mud or other debris that might prevent contact of the joint seal to the surface. Surface can be cleaned with a wire brush if necessary and may be wet or dry. Remove the protective paper from the collar to expose the sticky side while applying to the joint. Place the collar so that the over flaps are on one side of the manhole. Secure the wrap by tightening the straps with the proper tool. Close the flap to cover the remaining exposed strap.
- C. Measurements and tools shall be the responsibility of the contractor.

3.07 VACUUM TESTING OF MANHOLES AND PRECAST SEWAGE STRUCTURES

- A. Manholes shall be tested in accordance with ASTM 1244, after installation with all connections in place. The vacuum test shall be used to test manholes after backfilling; however, testing should be correlated with the connector supplier.
- B. Where groundwater is present in the excavation and trenches, the Contractor shall take any necessary steps (including construction of a piezometric tube adjacent to the manhole) to determine the depth of groundwater above the invert of the manhole at the time of testing, at no additional cost to the

Owner. Information concerning groundwater levels above the invert shall be used to determine the amount of vacuum applied during the test.

C. A vacuum test for manholes **shall** include testing of the joint seal between the cast iron frame and the concrete cone, top slab, and any grade rings. Where a hatch and cover are provided in the top of a precast sewage structure, the Contractor shall provide a means of establishing a seal over the hatch, unless the Drawings and notes indicate that the hatch is to be tested for vacuum.

D. Prior to the test, the following items shall be complete:

1. Lift holes, if any, shall be plugged with an approved, non-shrink grout prior to testing.
2. Drop connections, if any, shall be installed prior to testing.

E. Testing Procedure:

1. Temporarily plug, with the plugs being braced to prevent the plugs or pipes from being drawn into the manhole, all pipes entering the manhole at least eight inches into the sewer pipe(s). The plug must be inflated at a location past the manhole/pipe gasket.
2. The test head shall be placed on the top of the conical, over the manway opening in a flat top, or (in the case of a wetwell or valve vault) over such adapter as may be required, and inflated in accordance with the manufacturer's recommendations.
3. A vacuum of 10 inches of mercury shall be drawn on the manhole, or such lesser amount of vacuum that the combined vacuum and positive external head pressure from groundwater does not exceed the recommended pressure ratings for the pipe connector system. The vacuum shall be measured by a test gauge which shall be liquid filled, having a 3.5 inch diameter face, reading from zero to thirty inches of mercury.
4. The indicated vacuum (as determined under the preceding paragraph) shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop 1 inch of mercury.
5. The manhole shall be considered to pass the vacuum test if the time for the vacuum reading to drop 1 inch of mercury meets or exceeds the values indicated in the following table:

Minimum Test Times for Various Manhole Diameters (seconds)			
Depth (ft.)	Diameter (inches)		
	48	60	72
20 or less	60	120	180
20.1 to 30.0	120	180	240

6. If a manhole fails the vacuum test, the manhole shall be repaired with a non-shrinkable grout or other suitable material based on the material of which the manhole is constructed and retested, as stated above.
7. Failure of this vacuum test shall not preclude acceptance by appropriate water infiltration or exfiltration testing, or such other means as may be accepted by the Engineer.
8. All temporary plugs and braces shall be removed after each test.

3.08 LEAKAGE TEST FOR WETWELL

Precast wetwell shall be tested for leakage in accordance with the requirements shown with standard details of the Drawings.

END OF SECTION 02735

SECTION 02741 - HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes hot-mix asphalt paving.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Material certificates.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.
- B. Regulatory Requirements: Comply with Kentucky Transportation Cabinet and local building or planning and zoning requirements for asphalt paving work.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO MP 1, PG 64-22.
- B. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type 1.
 - 1. Color: White.
- C. Wheel Stops: Precast, air-entrained concrete, 2500-psi minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - 1. Dowels: Galvanized steel, 3/4-inch diameter, 10-inch minimum length.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types" and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: Submit mix design for approval by Engineer.
 - 3. Surface Course: Submit mix design for approval by Engineer.

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of ½ inch.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd..
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- B. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd..
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Spread mix at minimum temperature of 250 deg F.
 - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- F. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
1. Base Course: 1/4 inch.
 2. Surface Course: 1/8 inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.7 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal..

3.8 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 02741

SECTION 02821 - CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Chain-Link Fences: Industrial.
 - 2. Gates: Motor Operated, if shown on contract drawing.
- B. See Division 16 Sections for electrical service and connections for motor operators, controls, limit and disconnect switches, and safety features and for system disconnect switches.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations, components, materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
 - 1. Gate Operator: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.
- C. Samples:
 - 1. Polymer-coated steel wire for fabric.
 - 2. Polymer coating on framing and accessories.
- D. Maintenance Data: For polymer finishes and gate operator.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. UL Standard: Provide gate operators that comply with UL 325.
- C. Emergency Access Requirements: Comply with requirements of authorities having jurisdiction for automatic gate operators serving as a required means of access.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: Height indicated on Drawings. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
 - 1. Aluminum Wire Fabric: ASTM F 1183, with mill finish, and wire diameter of 0.148 inches (3.76 mm).
 - a. Mesh Size: 2 inches .
 - 2. Selvage: Knuckled at both selvages.

2.2 INDUSTRIAL FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:
 - 1. Group: IB, aluminum pipe, Alloy 6063.
 - 2. Fence Height: 8 feet (2.44 m).
 - 3. Strength Requirement: Heavy industrial according to ASTM F 1043.
 - 4. Horizontal-Slide Gate Post: According to ASTM F 1184.
 - 5. Coating for Steel Framing:
 - a. Metallic coating.
 - b. Polymer coating over metallic coating.
 - 6. Aluminum Finish: Mill finish complying with ASTM B 429.

2.3 TENSION WIRE

- A. General: Provide horizontal tension wire at top and bottom of fence fabric.
- B. Location: Extended along top of barbed wire arms and top of fence fabric for supporting barbed tape.
- C. Aluminum Wire: 0.192-inch- (4.88-mm-) diameter tension wire, mill finished, complying with ASTM B 211 Alloy 6061-T94 with 50,000-psi (344-MPa) minimum tensile strength.

2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for double swing gate types.
 - 1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 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. Frames and Bracing: Fabricate members from round, aluminum tubing with outside dimension and weight according to ASTM F 900 and the following:
1. Gate Fabric Height: 2 inches (50 mm) less than adjacent fence height.
 2. Leaf Width: 36 inches (914 mm).
 3. Frame Members:
 - a. Tubular Aluminum: 1.90 inches (48 mm) round.
- C. Frame Corner Construction:
1. Welded or assembled with corner fittings and 5/16-inch- (7.9-mm-) diameter, adjustable truss rods for panels 5 feet (1.52 m) wide or wider.
- D. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame 12 inches as required to attach barbed wire assemblies.
- E. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet (1.52 m) wide. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.5 INDUSTRIAL HORIZONTAL-SLIDE GATES

- A. General: Comply with ASTM F 1184 for Double slide gate types.
1. Classification: Type I Overhead Slide.
 2. Classification: Type II Cantilever Slide, Class 2 with internal roller assemblies.
 3. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1184 for materials and protective coatings.
 4. Metal Pipe and Tubing: Aluminum. Comply with ASTM F 699 for materials and protective coatings.
- B. Frames and Bracing: Fabricate members from round round, aluminum tubing with outside dimension and weight according to ASTM F 1184 and the following:
1. Gate Fabric Height: 8 feet..
 2. Gate Opening Width: 8 feet.
 3. Frame Members:
 - a. Tubular Aluminum: 1.90 inches (48 mm) round.
 4. Bracing Members:
 - a. Tubular Aluminum, 1.90 inches (48 mm) round.
- C. Frame Corner Construction:
- D. Overhead Track Assembly: Manufacturer's standard track, with overhead framing supports, bracing, and accessories, engineered to support size, weight, width, operation, and design of gate and roller assemblies.

- E. Roller Guards: As required per ASTM F 1184 for Type II, Class 1 gates.

2.6 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.
 - 2. Aluminum: Mill finish.

2.7 GATE OPERATORS

- A. General: Provide factory-assembled automatic operating system designed for gate size, type, weight, and operation frequency. Provide operation control system with characteristics suitable for Project conditions, with remote-control stations, safety devices, and weatherproof enclosures; coordinate electrical requirements with building electrical system.
- B. Comply with NFPA 70.
- C. Motor Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, within installed environment, with indicated operating sequence, and without exceeding nameplate rating or considering service factor. Comply with NEMA MG-1 and the following:
 - 1. Voltage: Approval upon submittal.
 - 2. Horsepower: 3/4.
 - 3. Phase: Single.
- D. Remote Controls: Electric controls separated from gate and motor and drive mechanism, with enclosure and with space for additional optional equipment. Provide keyed switch station remote-control device(s).
- E. Telephone Entry System: Hands-free voice-communication system for connection to building telephone system with digital-entry code activation of gate operator.
- F. Obstruction Detection Devices: Provide each motorized gate with automatic safety sensor(s). Activation of sensor(s) causes operator to immediately reverse gate in both opening and closing cycles and hold until clear of obstruction.
- G. Accessories:
 - 1. Warning Module: Audio, ADA-compliant, constant-light alarm sounding three to five seconds in advance of gate operation and continuing until gate stops moving.
 - 2. Battery Backup System: Battery-powered drive and access control system, independent of primary drive system.
 - 3. Intercom System: Upon Submittal.
 - 4. Instructional, Safety, and Warning Labels and Signs: According to UL 325.

2.8 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water.
 - 1. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

2.9 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 - 1. Material above Finished Grade: Copper.
 - 2. Material on or below Finished Grade: Copper.
 - 3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with UL 467.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - 2. Mechanically Driven Posts: Drive into soil to depth of 30 inches. Protect post top to prevent distortion.
- D. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.
- E. Line Posts: Space line posts uniformly at 10 feet o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567. Install braces at end and gate posts and at both sides of corner and pull posts.
- G. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing.
- H. Top Rail: Install according to ASTM F 567.

- I. Bottom Rails: Install, spanning between posts.
- J. Tie Wires: Attach wire per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
- K. Privacy Slats: Install slats in direction indicated, securely locked in place.
- L. Barbed wire: Uniformly spaced , angled toward security side of fence. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.
- M. Tennis Court Fencing: Construct tennis court fence according to ASTM F 969.

3.2 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.3 GATE OPERATOR INSTALLATION

- A. General: Install gate operators according to manufacturer's written instructions, aligned and true to fence line and grade.
- B. Comply with NFPA 70 and manufacturer's written instructions for grounding of electric-powered motors, controls, and other devices.

3.4 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet or a lesser distance if ground resistance is high..
- B. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet or a lesser distance if grounding resistance is high.
 - 1. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location.
- C. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
 - 1. Connections: Make connections so possibility of galvanic action or electrolysis is minimized.
- D. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.5 FIELD QUALITY CONTROL

- A. Grounding-Resistance Testing: Engage a qualified independent testing agency to perform field quality-control testing.

END OF SECTION 02821

SECTION 02920 - LAWNS AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sodding.

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.3 SUBMITTALS

- A. Product Data: For Fertilizers.
- B. Product certificates: For Limestone and Fertilizers.
- C. Planting Schedule: Indicating anticipated planting dates.
- D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of landscaping during an entire year.

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

1.6 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sodded Lawns: 30 days from date of Substantial Completion.
- B. Mow lawn as soon as top growth is tall enough to cut. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings.

PART 2 - PRODUCTS

2.1 NOT USED

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows:
 - 1. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*)
 - b. 30 percent Chewing red fescue (*Festuca rubra* variety).
 - c. 10 percent Perennial rye grass (*Lolium perenne*).
 - d. 10 percent Redtop (*Agrostis alba*).

2.3 PLANTING MATERIALS

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site and supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Verify suitability of stockpiled surface soil to produce topsoil.
 - 2. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources.
- B. Inorganic Soil Amendments:

1. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
2. Aluminum Sulfate: Commercial grade, unadulterated.
3. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.
4. Herbicides: EPA registered and approved, of type recommended by manufacturer.
5. Water: Potable.

C. Fertilizer:

1. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - a. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2.4 EROSION CONTROL MATERIALS

1. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb per sq. yd. Minimum, with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 LAWN PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 1. Apply fertilizer and amendments directly to subgrade before loosening.
 2. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 6 inches. Apply soil amendments and fertilizers and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.
 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.2 NOT USED

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across angle of slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.4 SATISFACTORY LAWNS

- A. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

END OF SECTION 02920

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Formwork.
- B. Reinforcing Steel.
- C. Expansion and Contraction Joints.
- D. Concrete.

1.02 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions.
- B. Section 02222 - Excavation.

1.03 REFERENCES

- A. ACI 350R-89 Environmental Engineering Concrete Structures.
- B. ACI318 - Building Code Requirements for Reinforced Concrete.
- C. ACI347 - Recommended Practice for Concrete Formwork.
- D. CRSI - Manual of Standard Practice.
- E. CRSI - Placing Reinforcing Bars.
- F. ASTM - A-615, A-616, A-617, A-120, A-185, C-31, C-39

1.04 SUBMITTALS

The Contractor shall submit the following data to the Engineer for review:

1. Mix designs for all mixes proposed or required to be used, including all mixes containing admixtures.
2. Certification by the manufacturer that cement meets the Specification contained herein.
3. Shop drawing for reinforcing steel showing bar schedules, location, and splices.
4. Reports on laboratory compression tests of cylinders taken during concrete placement.

PART 2 - PRODUCTS

2.01 CLASSES OF CONCRETE AND USAGE

- A. Structural concrete of the various classes required shall be proportioned to produce the following 28-day compressive strengths:
1. Selection of Proportions for 4,500 psi Concrete:
 - a. 4,500 psi compressive for strength at 28 days.
 - b. Type I cement plus air.
 - c. Maximum water/cement ratio - 0.50.
 - d. Minimum cement content - 564 lbs. (6.0 bags)/cubic yard concrete.
 - e. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
 - f. Air content - 5% plus or minus 1% by volume.
 - g. Slump - 4 inches in accordance with ASTM C-143.
 2. Selection of Proportions for 3,500 psi Concrete:
 - a. 3,500 psi compressive strength at 28 days.
 - b. Type I cement plus air.
 - c. Maximum water/cement ratio - 0.56.
 - d. Minimum cement content - 470 lbs. (5.0 bags)/cubic yard concrete.
 - e. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
 - f. Air content - 5% plus or minus 1% by volume.
 - g. Slump - 4 inches in accordance with ASTM C-143.
- B. Concrete shall be used as follows:
1. 4,500 psi concrete for all concrete work except as noted below.
 2. 3,500 psi concrete for encasement of sanitary sewers and thrust blocking.
- C. All testing of aggregates and determination of proportions shall be or have been performed by a recognized independent testing laboratory.
- D. Cement for exposed concrete shall have a uniform color classification.
- E. Type I cement conforming to ASTM C-150 shall be used in all concrete.
- F. Coarse aggregate shall be crushed stone having clean, hard, uncoated particles, and shall be free from injurious amount of soft, friable, thin, elongated or laminated pieces. Coarse aggregates shall conform to all requirements of ASTM C-33.

- G. Fine aggregates shall be natural sand having clean, hard, uncoated grains, free from injurious amounts of clay, dust, organic matter or other deleterious substances, and shall conform to ASTM C-33.
- H. Water for concrete shall be clean, fresh, and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

2.02 ADMIXTURES

- A. An air entraining admixture shall be used on all concrete and shall be the neutralized vinsol resin type such as Master Builders MB-VR, Euclid Chemical Company AIR-MIX or equal. The admixture shall meet the requirements of ASTM C-260.
- B. Admixtures shall be used in concrete design mixes in the same manner and proportions as in the field so that the effects of the admixtures are included in preliminary test submitted to the Engineer for review prior to the start of construction.

2.03 REINFORCEMENT

- A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A-615, A-616, or A-617. All bar reinforcement shall be deformed.
- B. Welded wire fabric shall conform to ASTM A-185 and shall be of weight and gauge as indicated on the Drawings.
- C. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall be of stainless steel or shall have approved high-density polyethylene tips so that the metal portion shall be at least one-quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast stone concrete blocks.

2.04 FORMS

- A. Forms shall be of suitable material, design, and construction so as to be rigid, tight enough to prevent the passage of mortar, and plane surfaces with a tolerance of 1/16-inch in 4 feet.
- B. For surfaces to be given burlap-rubbed finish, the form surface in contact with the concrete shall be made of heavy gauge metal, new plywood (used plywood which, in the opinion of the Engineer, is substantially equal to new plywood may be used), tempered wood fiberboards with smooth surface, or similar materials. Metal forms or form linings shall have square edges so that the concrete will not have fins or fluting. Forms shall not be pieced out by use of

materials different from those in the adjacent form or in such manner as will detract from the uniformity of the finished surface.

- C. For surfaces other than those to be given burlap-rubbed finish, forms shall be made of wood, metal, or other acceptable material. Wooden forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots. Plywood shall be reasonable good, as accepted. Metal forms shall be of an acceptable type for the work involved. Edges of forms in contact with concrete shall be flush within 1/16-inch.
- D. Form for walls, columns, or piers shall have removable panels at the bottom for cleaning, inspection, and scrubbing-in of bonding grout. Forms for thin sections (such as walls or columns) of considerable height shall be arranged with suitable openings so that the concrete can be placed in a manner that will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the fresh concrete, unless special spouts are used to place concrete, and so that construction joints can be properly keyed and treated.
- E. Forms for exposed surfaces shall be built with 3/4-inch chamfer strips attached to produce smooth, straight chamfers at all sharp edges of concrete.
- F. Form ties to be encased in concrete shall not be made of through-bolts or common wire, but shall be of a well-established type, so made and installed as to embody the following features:
 - 1. After removal of the protruding part of the tie, there shall be no metal nearer than 1 inch to the face of the concrete.
 - 2. That part of the tie which is to be removed shall be at least 1/2-inch in diameter, or if smaller, it shall be provided with a wood or metal cone 1 inch long placed against the inside of the forms. Cones shall be carefully removed from the concrete after the forms have been stripped.
 - 3. Ties which pass through walls subject to hydrostatic pressure shall be provided with acceptable water stops, such as washers, securely fastened to the ties.

2.05 OTHER MATERIALS

- A. Anchorage items shall be of standard manufacture and of type required to engage with the anchors to be installed therein under other sections of the Specifications and shall be subject to approval by the Engineer.
- B. Premolded expansion-joint filler strips shall conform to ASTM D-1752 and shall be 3/8-inch thick unless otherwise shown.

- C. Joint sealants shall conform to ANSI 116.1. The following joint sealant are acceptable:
 - 1. Colma by Sika Corporation.
 - 2. Hornflex by A. C. Horn, Inc.
 - 3. Sonolastic by Sonneborn Division of Contech, Inc.

- D. Nonshrink grout shall be Embeco 636 grout by Master Builders Company, Euco Firmix grout by the Euclid Chemical Company, or equal. The approved product shall be delivered to the site of the work in the original sealed containers, each bearing the trade name of the material and the name of the manufacturer.

PART 3 - EXECUTION

3.01 FORMING

- A. Forms shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions and to the elevations indicated on the Drawings or specified, and exposed concrete will be substantially free from board or grain marks, poorly matched joints, and other irregularities or defects.
- B. Forms shall be sufficiently rigid to prevent displacement or sagging between supports, and so constructed that the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- C. All falsework to support structural slabs, beams, girders, etc., shall be designed to safely and adequately support the concrete and forms during placement and curing. The adequacy and safety of the falsework shall be the sole responsibility of the Contractor.
- D. All forms shall be oiled with an acceptable nonstaining oil or liquid form coating before reinforcement is placed.
- E. Before form material is reused, all surfaces that are in contact with the concrete shall be thoroughly cleaned, all damaged places repaired, and all projecting nails withdrawn.
- F. Except as otherwise specifically authorized by the Engineer, forms shall not be removed until the concrete has aged for the following number of days-degrees*:
 - 1. Beams and slabs: 500 day-degrees.
 - 2. Walls and vertical surfaces: 100 day-degrees.

3. *Day-degree: Total number of days times average daily air temperature at surface of concrete. For example, 5 days at a daily average temperature of 60 degrees F, equals 300 day-degrees.
- G. Shores under beams and slabs shall not be removed until the concrete has attained at least 60 percent of the specified compressive strength and also sufficient strength to support safely its own weight and the construction live loads upon it.

3.02 PLACING REINFORCEMENT

- A. Reinforcement shall be bent cold to the dimensions and shapes shown on the Drawings and within tolerances specified in the CRSI Manual of Standard Practice.
- B. Before being placed in position, reinforcement shall be cleaned of loose mill and rust scale, dirt and other coatings that will interfere with development of proper bond.
- C. Reinforcement shall be accurately placed in positions shown on the Drawings and firmly held in place during placement and hardening of concrete by using annealed wire ties. Bars shall be tied at all intersections except where spacing is less than one foot in both directions, then alternate intersections may be tied.
- D. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved supports. Blocks for holding the reinforcement from contact with the forms shall be precast mortar blocks or approved metal chairs. Layers of bars will be separated by precast mortar blocks or other equally suitable devices; the use of pebbles, pieces of broken stone or brick, metal pipe and other such blocks will not be permitted. If fabric reinforcement is shipped in rolls, it shall be straightened into flat sheets before being placed.
- E. Before any concrete is placed, the Engineer shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.
- F. Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the plans, will not be permitted without the approval of the Engineer. Where splices are made, they shall be staggered insofar as possible.

3.03 TESTING AGGREGATES AND DETERMINING PROPORTIONS

- A. No concrete shall be used in the work until the materials and mix design have been accepted by the Engineer.
- B. The conformity of aggregates to the Specifications hereinbefore given shall be demonstrated and determined by tests per ASTM C-33 made with representative samples of the materials to be used on the work.
- C. The actual proportions of cement, aggregates, admixtures and water necessary to produce concrete conforming to the requirements set forth herein shall be determined by making test cylinders using representative samples of the materials to be used in the work. A set of four standard 6-inch cylinders shall be made and cured per ASTM C-31. Two shall be tested at 7 days and two at 28 days per ASTM C-39. The slump shall not be less than the greatest slump expected to be used in the work.
- D. Reports on the tests and a statement of the proportions proposed for the concrete mixture, shall be submitted in triplicate to the Engineer for review as soon as possible, but not less than five days prior to the proposed beginning of the concrete work. If the Contractor furnishes in writing, similar, reliable detailed information from an acceptable source, and of date not more than four months prior to the time when concrete will be used on this project, the above requirements for laboratory test may be modified by the Engineer. Such data shall derive from mixtures containing constituents, including the admixtures where used, of the same types and from the same sources as will be used on this project.
- E. The Engineer shall have the right to make check tests of aggregates and concrete, using the same materials, and to order changes as may be necessary to meet the specified requirements.
- F. The Contractor may request permission to add water at the job site; and when the addition of water is permitted by the Engineer, the quantity added shall be the responsibility of the Contractor and in no case shall the total water per bag of cement exceed the ratio set forth herein.
- G. If concrete of the required characteristics is not being produced as the work progresses, the Engineer may order such changes in proportions or materials or both, as may be necessary to secure concrete of the specified quality. The Contractor shall make such changes at his own expense and no extra compensation will be allowed because of such changes.

3.04 MIXING

- A. All central-plant and rolling-stock equipment and methods shall conform to the Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready Mixed Concrete Association, as well as the ACI

Standards for measuring, Mixing and Placing Concrete (ACI 614), and with the ASTM Standard Specification for Ready-Mixed Concrete, Designation C94, insofar as applicable.

- B. Ready-mixed concrete shall be transported to the site in watertight agitator or mixer trucks. The quantity of concrete to be mixed or delivered in any one batch shall not exceed the rated capacity of the mixer or agitator for the respective conditions as stated on the nameplates.
- C. Central-mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch, and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the premixed concrete is placed in the truck and shall continue without interruption until discharge. For transit-mixed concrete the major portion of the mixing water shall be added and mixing started immediately after the truck is charged.
- D. The amount of water initially added shall be recorded on the delivery slip for the Engineer's information; no additional water shall be added, either in transit or at the site, except as directed. Mixing (at mixing speed) shall be continued for at least 10 minutes followed by agitation without interruption until discharge. Concrete shall be discharged at the site within 1-1/2 hours after water was first added to the mix, and shall be mixed at least 5 minutes after all water has been added.
- E. Concrete which has become compacted or segregated during transportation to or in the site of the work shall be satisfactorily remixed just prior to being placed in the forms.
- F. Partially hardened concrete shall not be deposited in the forms. The retempering of concrete which has partially hardened (that is, the remixing of concrete with or without additional cement, aggregate, or water) will not be permitted.

3.05 COMPRESSION TESTS

- A. During the progress of the work, at least one (1) set of four (4) compression test cylinders shall be made for each 50 cubic yards of concrete or major fraction thereof, and not less than one such set for each type of concrete for each day's pouring. Cylinders made in the field shall be made and cured in accordance with the ASTM Standard Method of Making and Curing Concrete Test Specimens in the Field, Designation C31, except that wherever possible molds shall be left on the cylinders until they have reached the laboratory. Testing services to satisfy the requirements of ACI shall be paid for by the Contractor at his expense. Testing lab must be approved by the Engineer.
- B. One cylinder of each set shall be broken in accordance with ASTM C-39 at seven (7) days and the other two at twenty-eight (28) days. Two copies of

these test results shall be submitted to the Engineer on the same day of the tests.

- C. On evidence of these tests, any concrete that fails to meet the specified strength requirements shall be strengthened or replaced as directed by the Engineer at the Contractor's expense.

3.06 METALWORK IN CONCRETE

- A. All trades shall be notified, at the proper time, to install items to be embedded in concrete.
- B. All castings, inserts, conduits, and other metalwork shall be accurately built into or encased in the concrete by the Contractor as directed, and all necessary precautions shall be taken to prevent the metalwork from being displaced or deformed.
- C. Anchor bolts shall be set by means of substantial templates.

3.07 PLACING AND COMPACTING CONCRETE

- A. At least twenty-four (24) hours before the Contractor proposes to make any placement of concrete, he shall notify the Engineer of his intention and planned procedure. Unless otherwise permitted, the work shall be so executed that a section begun on any day shall be completed during daylight of the same day.
- B. No concrete shall be placed on frozen subgrade or in water, or until the subgrade, forms, and preliminary work have been accepted. No concrete shall be placed until all materials to be built into the concrete have been set and have been accepted by the various trades and by the Engineer. All such materials shall be thoroughly clean and free from rust, scale, oil, or any other foreign matter.
- C. Forms and excavations shall be free from water and all dirt, debris, and foreign matter when concrete is placed. Except as otherwise directed, wood forms and embedded wood called for or allowed shall be thorough wetted just prior to placement of concrete.
- D. Concrete placed at air temperatures below 40 degrees shall have a minimum temperature of 50 degrees F. and a maximum of 70 degrees F. when placed.
- E. Concrete shall be transported from the mixer to the place of final deposit as rapidly as practicable and by methods which will prevent separation of ingredients and avoid rehandling.

- F. Chutes for conveying concrete shall be metal or metal-lined and of such size, design, and slope as to ensure a continuous flow of concrete without segregation. The slope of chutes shall be not flatter than 1 on 2 and all parts of a chute shall have approximately the same slope. The discharge end of the chute shall be provided with a baffle, or, if required, a spout; and the end of the chute or spout shall be kept as close as practicable to, but in no event more than 5 feet above the surface of the fresh concrete. When the operation is intermittent, the chute shall discharge into a hopper.
- G. In thin sections of considerable height (such as walls and columns), concrete shall be placed in such a manner as will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the mass of concrete being placed. To achieve this end, suitable hoppers, spouts with restricted outlets, etc., shall be used as required or permitted unless the forms are provided with suitable openings.
- H. Chutes, hoppers, spouts, etc., shall be thoroughly cleaned before and after each run and the water and debris shall not be discharge inside the form.
- I. For any one placement, concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes of weakness within the section, and so as to maintain, until the completion of the unit, an approximately horizontal, plastic surface.
- J. No wooden spreaders shall be left in the concrete.
- K. During and immediately after being deposited, concrete shall be thoroughly compacted by means of suitable tools and methods, such as internal-type mechanical vibrators operating at not less than 5,000 rpm., or other tool spading, to produce the required density and quality of finish. Vibration shall be done only by experienced operators under close supervision and shall be carried on in such a manner and only long enough to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents, "pumping" of air, or other objectionable results. All vibrators shall be supplemented by proper spade puddling approximately 2 to 3 inches away from forms to remove included bubbles and honeycomb. Excessive spading against the forms, causing the deposition of weak mortar at the surface, shall be avoided.
- L. The concrete shall be thoroughly rodded and tamped about embedded materials so as to secure perfect adhesion and prevent leakage. Care shall be taken to prevent the displacement of such materials during concreting.

3.08 BONDING CONCRETE AT CONSTRUCTION JOINTS

- A. In order to secure full bond at construction joints, the surface of the concrete previously placed (including vertical, inclined, and substantially horizontal areas) shall be thoroughly cleaned of foreign materials and laitance, if any, and then roughened.
- B. The previously placed concrete at the joint shall be saturated with clean water and kept thoroughly wet overnight, after which all pools shall be removed. After free or glistening water disappears, the concrete shall be given a thorough coating of neat cement mixed to a suitable consistency. The coating shall be 1/8-inch thick on vertical surfaces and 1/4-inch thick on horizontal surfaces, and shall be well scrubbed in by means of stiff bristle brushes wherever possible. New concrete shall be deposited before the neat cement dries.

3.09 CURING AND PROTECTION

- A. All concrete, particularly slabs and including finished surfaces, shall be treated immediately after concreting or cement finishing is completed, to provide continuous moist curing for at least seven days, regardless of the adjacent air temperature. Walls and vertical surfaces may be covered with continuously saturated burlap, or kept moist by other acceptable means. Horizontal surfaces, slab, etc., shall be ponded to a depth of 1/2-inch wherever practicable, or kept continuously wet by the use of lawn sprinklers, a complete covering of continuously saturated burlap, or by other acceptable means.
- B. For at least seven (7) days after having been placed, all concrete shall be so protected that the temperature at the surface will not fall below 45 degrees F.
 - 1. No manure, salt, or other chemicals shall be used for protection.
 - 2. Wherever practicable, finished slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

3.10 TRIMMING AND REPAIRS

- A. The Contractor shall use suitable forms, mixture of concrete, and workmanship so that concrete surfaces, when exposed, will require no patching.
- B. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed, recesses left by the removal of form ties shall be filled, and surface defects which do not impair structural strength shall be repaired.
- C. Defective concrete shall be cut perpendicular to the surface until sound concrete is reached, but less than 1 inch deep. The remaining concrete shall

be thoroughly roughened and cleaned. Concrete around the cavity or the form-tie recess shall be thoroughly wetted and promptly painted with a 1/16-inch brush coat of neat cement mixed to the consistency of lead paint. The hole shall then be filled with mortar.

1. Mortar shall be 1:1-1/2 cement and sand mix with sufficient white cement, or fine limestone screenings in lieu of sand, to produce a surface matching the adjoining work. Cement and sand shall be from the same sources as in the parent concrete.
 2. For filling form-tie recesses, the mortar shall be mixed slightly damp to the touch (just short of "balling"), hammered into the recess until it is dense and an excess of paste appears on the surface, and then troweled smooth. Mortar in patches shall be applied so that after partial set it can be compressed and rubbed to produce a finish flush and uniform in texture with the adjoining work. All patches shall be warm-moist cured as above specified.
- D. The use of mortar patching as above specified shall be confined to the repair of small defects in relatively green concrete. If substantial repairs are required, the defective portions shall be cut out to sound concrete and the masonry replaced by means of a cement gun, or the masonry shall be taken down and rebuilt, all as the Engineer may decide or direct.

3.11 SURFACE FINISH

- A. Fins and irregularities on formed surfaces to receive no other finish shall be smoothed.
- B. The top of concrete on which other concrete or unit masonry will later be placed shall be struck off true at the surface indicated on the Drawings or as permitted by the Engineer, as the concrete is being placed. As soon thereafter as the condition of the concrete permits and before it has hardened appreciably (normally within 2 hours after being deposited), all water, scum, laitance, and loose aggregate shall be removed from the surface by means of wire or bristle brooms in such a manner as to leave the coarse aggregate slightly exposed and the surface clean.
- C. Concrete surfaces shall be finished as follows, except as otherwise required by various sections of the Specifications or shown on the Drawings.
 1. Wood-float finish shall be given to all top, substantially horizontal, exposed surfaces.
 2. Burlap-rubbed finish shall be given to all interior and exterior surfaces placed against forms which will be exposed to view on completion of the work. (Finish shall be to one foot below ground and below normal liquid surface elevations).

3. All surfaces shaped without forms and over which liquids will flow shall be given a steel-trowel finish.
4. Concrete surfaces to which roof insulation or roofing are to be applied shall be finished sufficiently smooth to receive the roofing material, as obtained by steel trowel or very smooth wood-float finish.

3.12 METHOD OF FINISHING

- A. **Broomed Finish:** Surfaces to be given broomed finish shall first be given a steel-trowel finish. Immediately after troweling, the surface shall be lightly brushed in one direction with a hair broom to produce a nonslip surface of uniformly good appearance.
- B. **Wood-float Finish:**
 1. Surfaces to be given a wood-float finish shall be finished by tamping with special tools to force aggregates away from the surface, and screeding with straight edges to bring the surface to the required line.
 2. As soon after the condition of concrete permits and before it has hardened appreciably, all water, film, and foreign material which may work to the surface shall be removed. Rough finishing shall be done with straight edges and derbies. Machine floating if used, shall not be started until the surface will support the float adequately without digging in and bringing excess fines to the surface. At such time, a minimum of machine and hand floating with a wood float shall be employed to bring the finish to a true and uniform surface with no coarse aggregate visible.
 3. Under no circumstances will sprinkling with water or dusting with cement be permitted during finishing of the slab.
- C. **Steel Trowel Finish:** Surfaces to be given a steel-trowel finish shall first be given a wood-float finish. This shall be followed by hand troweling with steel trowels to bring the surface to a uniform, smooth, hard, impervious surface free from marks and blemishes. Troweling shall not be started until all water has disappeared from the surface. Over-troweling shall be avoided. Dusting with dry cement or other mixtures or sprinkling with water will not be permitted in finishing.
- D. **Burlap Rubbed Finish:**
 1. Immediately after the forms have been stripped and before the concrete has changed in color, all fins and other projections shall be carefully removed by use of a hammer or other suitable means, and imperfections shall be repaired as hereinbefore specified under "Trimming and Repairs". While the surface is still damp, a thin coat of cement slurry of medium consistency shall be applied by means of bristle brushes to provide a bonding coat within pits and minor blemishes in the parent

concrete; the coating of large areas of the surface with this slurry shall be avoided.

2. Before the slurry has dried or changed color, a dry (almost crumbly) grout composed of 1 volume of cement to 1-1/2 volumes of masonry sand shall be applied. The sand shall have a fineness modulus of approximately 2.25 and comply with the gradation requirements of the ASTM Standard Specifications for Aggregate for Masonry Mortar, Designation C144-76.
3. The grout shall be uniformly applied by means of damp (neither dripping wet nor dry) pads of burlap of convenient size (approximately 6 inches square) and shall be allowed to harden for one to two hours, depending on the weather. In hot, dry weather the surface shall be kept damp by means of a fine fog spray during the hardening period.
4. When the grout has hardened sufficiently, but before it becomes so hard as to be difficult to remove, excess grout shall be scraped from the surface of the parent concrete by the edge of a steel trowel, without removing the grout from the imperfections. Thereafter, the surface shall be allowed to dry thoroughly and then be rubbed vigorously with burlap to remove all dried grout so that no visible film remains on the surface after the rubbing. The entire cleaning operation for any area shall be so planned that sufficient time is allowed for the grout to dry and be rubbed after it has been cut with the trowel.
5. On the day following the grouting and burlap rubbing, the concrete surface shall again be rubbed clean with a dry burlap to remove inadvertent dust. If any built-up film remains on the parent surface, it shall be removed by being rubbed with a fine abrasive stone without breaking through the surface film of the original concrete. Such rubbing shall be light and sufficient only to remove excess material without working up a lather of mortar or changing the texture of the concrete. Following the final rubbing with burlap or abrasive stone, the surface shall be thoroughly washed with stiff bristle brushes (worked only along parallel lines) to remove extraneous materials from the surface. The surface shall then be sprayed with a fine fog spray to maintain a continually damp condition for at least three (3) days after application of the grout.
6. When the burlap-rubbed finish has been completed, the concrete surface shall be smooth, free from discolorations and stains, and of uniformly good appearance.

3.13 HOT WEATHER CONDITIONS

Placing of concrete under conditions of high temperature, low humidity or wind shall be done in accordance with the American Concrete Institute "Hot Weather Conditions" (latest edition).

3.14 COLD WEATHER CONDITIONS

Cold weather concreting procedures precautions shall conform with American Concrete Institute "Cold Weather Concreting" (latest edition).

END OF SECTION 03300

SECTION 04200 -UNIT MASONRY

PART 1 -GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK

A. Extent of each type of masonry work is indicated on drawings and in schedules.

B. Types of masonry work required include:

- 1 Reinforced concrete unit masonry, c.m.u.
- 2 Face brick veneer.

1.03 QUALITY ASSURANCE

A. Fire Performance Characteristics: Where indicated, provide materials and construction which are identical to those of assemblies whose fire endurance has been determined by testing in compliance with ASTM E 119 by a recognized testing and inspecting organization or by another means, as acceptable to authority having jurisdiction.

B. Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.

C. Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's product data for each type of masonry unit, accessory, and other manufactured products, including certifications that each type complies with specified requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver masonry materials to project in undamaged condition.

B. Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes.

- C. Store cementitious materials off the ground, under cover and in dry location.
- D. Store aggregates where grading and other required characteristics can be maintained.
- E. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.06 PROJECT CONDITIONS

- A. Protection of Work: During erection, cover top of walls with waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.
- B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
- C. Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls or columns.
- D. Do not apply concentrated loads for at least 3 days after building masonry walls or columns.
- E. Staining: Prevent grout or mortar or soil from staining the face to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.
- F. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
- G. Protect sills, ledges and projections from droppings of mortar.
- H. Cold Weather Protection:
 - 1 Do not lay masonry units which are wet or frozen.
 - 2 Remove any ice or snow formed on masonry bed by carefully applying heat until top surface is dry to the touch.
 - 3 Remove masonry damaged by freezing conditions.
- I. Perform the following construction procedures while masonry work is progressing. Temperature ranges indicated below apply to air temperatures existing at time of installation except for grout.
 - 1. For grout, temperature ranges apply to anticipated minimum night temperatures. In heating mortar and grout materials, maintain mixing temperature selected within 10 degrees F (6 degrees C).

Mortar: Heat mixing water to produce mortar temperature between 40°F. (4°C.) and 120°F. (49°C).

Grout: Follow normal masonry procedures.

Mortar: Heat mixing water and sand to produce mortar temperatures between 40°F (4°C) and 120°F (49°C); maintain temperature of mortar on boards above freezing.

Grout: Heat grout materials to 90°F (32°C) to produce in-place grout temperature of 70°F (21°C) at end of work day.

Mortar: Heat mixing water and sand to produce mortar temperatures between 40°F (4°C) and 120°F (49°C); maintain temperature of mortar on boards above freezing.

Grout: Heat grout materials to 90°F (32°C) to produce in-place grout temperature of 70°F (21°C) at end of work day. Heat both sides of walls under construction using salamanders or other heat sources.

Use windbreaks or enclosures when wind is in excess of 15 mph.

(d) 20°F and below:

Mortar: Heat mixing water and sand to produce mortar temperatures between 40°F (4°C) and 120°F (49°C).

Grout: Heat grout materials to 90°F (32°C) to produce in-place grout temperature of 70°F (21°C) at end of work day.

Masonry Units: Heat masonry units so that they are above 20°F (-7°C) at time of laying.

Provide enclosure and auxiliary heat to maintain an air temperature of at least 40°F (4°C) for 24 hours after laying units.

- 1 Do not heat water for mortar and grout to above 160°F.
- 2 Protect completed masonry and masonry not being worked on in the following manner. Temperature ranges indicated apply to mean daily air temperatures except for grouted masonry. For grouted masonry, temperature ranges apply to anticipated minimum night temperatures.

Protect masonry from rain or snow for at least 24 hours by covering with weather-resistive membrane.

Completely cover masonry with weather-resistive membrane for at least 24 hours.

Completely cover masonry with weather-resistive insulating blankets or similar protection for at least 24 hours, 48 hours for grouted masonry"

(d) 20°F and below:

Except as otherwise indicated, maintain masonry temperature above 32°F (OO)for 24 hours using enclosures and supplementary heat, electric heating blankets, infrared lamps or other methods proven to be satisfactory. For grouted masonry maintain heated enclosure to 40 degrees F (4 degrees C) for 48 hours"

1.07 ALLOWANCE

Include the cost of \$375"00 per thousand for face brick as specified in paragraph 2.1 of this section" This cost shall include delivery, taxes, and unloading on the project site.

Coordinate materials and their installation with related materials and installation to ensure that the allowance item is completely integrated and interfaced with related construction activities.

PART 2 -PRODUCTS

2.01 BRICK MADE FROM CLAY OR SHALE

A. Size: Provide 2-1/4" x 3-3/4" x 8" facing bricks"

B. Provide special molded shapes where indicated and for application requiring brick of form, size and finish on exposed surfaces which cannot be produced from standard brick sizes by sawing"

C. For sills, caps and similar applications resulting in exposure ofbrick surfaces which otherwise would be concealed from view, provide uncored or unfrogged units with all exposed surfaces finished"

D. Facing Brick: ASTM C 216, Grade SW, type FBS with a compressive strength of7500 psi, average, per ASTM C67"

2.02 CONCRETE MASONRY UNITS

A. General: Comply with referenced standards and other requirements indicated below applicable to each form of concrete masonry unit required. Provide special shapes where required for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions. Provide bullnose units for outside corners for interior partitions, unless other wise indicated.

B. Concrete Block: Provide units complying with characteristics indicated below for Grade, Type, face size, exposed face and, under each form of block included, for weight classification"

I. Grade N.

2. Size: Manufacturer's standard units with nominal face dimensions of 16" long x 8" high (15-5/8" x 7-5/8" actual) x thicknesses indicated.
3. Type I, moisture-controlled units. Cure units by autoclave treatment at a minimum temperature of 350 degrees F (176 degrees C) and a minimum pressure of 125 psi.
4. Exposed Faces: Manufacturer's standard color and texture, unless otherwise indicated. (Split-faced, etc.).
5. Hollow Loadbearing Block: ASTM C 90, normal weight.
6. Special Shapes: Provide normal weight or lightweight masonry units. Bullnose shape where indicated on drawings.
7. Concrete Building Brick: Provide units complying with ASTM C 55 and characteristics indicated below for grade, type, size and weight classification.
 - (a) Grade: Same as indicated for concrete block.
 - (b) Type: Same as indicated for concrete block.
 - (c) Size: Non-modular Standard 2-1/4"x3-3/4"x8".
 - (d) Weight Classification: Normal weight.

2.03 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide natural color cement.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Aggregate for Mortar: ASTM C 144, except for joints less than 1/4" use aggregate graded with 100% passing the No. 16 sieve.
- D. Water: Clean and potable.

2.04 JOINT REINFORCEMENT, TIES AND ANCHORING DEVICES

- A. Materials: Comply with requirements indicated below for basic materials and with requirements indicated under each form of joint reinforcement, tie and anchor for size and other characteristics:
 - I. Zinc-Coated (galvanized) Steel Wire: ASTM A 82 for uncoated wire and with ASTM C 641 for Class 3 (9.80 oz. per sq. ft. of wire surface). Use for masonry not exposed to exterior.

2. Hot-Dip Galvanized Steel Wire: ASTM A 82 for uncoated wire and with ASTM A 153, Class B-2 (1.5 oz. per sq. ft. of wire surface) for zinc coating applied after prefabrication into units. Use for masonry exposed to exterior and in contact with earth.

3. Zinc-Coated (Galvanized) Steel Sheet: Carbon steel with zinc coating complying with ASTM A 525, Coating Designation G90. Use for dovetail slots and where indicated.

4. Hot-Dip Galvanized Carbon Steel Sheet: ASTM A 366, Class 2 or ASTM A 635; hot-dip galvanized after fabrication to comply with ASTM A 153, Class B. Use for anchors.

5. Joint Reinforcement: Provide welded-wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10', with prefabricated corner and tee units, and complying with requirements indicated below:

(a) Width: Fabricate joint reinforcement in units with widths of approximately 2" less than nominal width of walls and partitions as required to provide mortar coverage of not less than 5/8" on joint faces exposed to exterior and 1/2" elsewhere.

(b) Wire Size for Side Rods: 0.1875" diameter.

(c) Wire Size for Cross Rods: 0.1875" diameter.

(d) For multi-wythe masonry provide Truss design with diagonal cross rods spaced not more than 16" o.c. and having one side rod for each face shell of concrete masonry back-up and one rod for brick wythe.

6. Anchor Bolts: Provide steel bolts with hex nuts and flat washers complying with ASTM A 307, Grade A, hot-dip galvanized to comply with ASTM C 153, Class C, in sizes and configurations indicated.

7. Manufacturers: Subject to compliance with requirements, provide products of one of the following:

AA Wire Products Co. Dur-O-Wall, Inc.
Heckman Building Products, Inc. Hohmann
& Barnard, Inc. Masonry Reinforcing Corp.
of America. National Wire Products Corp.

2.05 CONCEALED FLASHING MATERIALS

A. Laminated Flashing: Manufacturer's standard laminated flashing consisting of 7 oz. per sq. ft. copper sheet bonded with asphalt between 2 layers of glass fiber cloth.

B. Products: Subject to compliance with requirements, provide one of the following:

1. Copper Fabric Laminate Flashing:
 - (a) Copper Fabric; Afco Products, Inc.
 - (b) Copper Fabric Flashing; Sandell Mfg. Co., Inc.
 - (c) Copper Fabric Flashing; York Mfg., Inc.

2.06 MISCELLANEOUS MASONRY ACCESSORIES

- A. Reinforcing Bars: Deformed steel, ASTM A 615, Grade 60 for bars No.3 to No. 18.
- B. Non-Metallic Expansion Joint Strips: Premolded, flexible cellular neoprene rubber filler strips complying with ASTM D 1056, Grade RE41E1, capable of compression up to 35%, of width and thickness indicated.
- C. Premolded Control Joint Strips: Styrene-butadiene rubber compound complying with ASTM D 2000, Designation 2AA-805, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- D. Bond Breaker Strips: Asphalt-saturated organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- E. Weep Holes: Provide round Plastic tubing, medium-density polyethylene, 3/8" outside diameter by 4" long. Space as indicated on drawings.

2.07 INSULATION

- A. Extruded Polystyrene Board Insulation: Rigid cellular polystyrene thermal insulation with closed cells and integral high density skin, formed by the expansion of polystyrene base resin in an extrusion process to comply with ASTM C 578, Type IV; 5-year aged r-value of 5 *Btu/(hr x sq ft x degrees F)* at 75 degrees F (24 degrees C); in manufacturer's standard lengths and widths; thicknesses as indicated. Subject to compliance with requirements, provide one of the following:

"Styrofoam SM/SB"; Dow Chemical USA.
"Foamular 250"; UC Industries. "Certifoam",
Minnesota Diversified Products, Inc.

- B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.08 MASONRY CLEANER

- A. Job-Mixed Detergent Solution: Solution of trisodium phosphate (112 cup dry measure) and laundry detergent (112 cup dry measure) dissolved in one gallon of water.

2.09 MORTAR AND GROUT MIXES

- A. General: Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds or other admixtures, unless otherwise indicated. Do not use calcium chloride in mortar or grout.
- B. Mixing: Combine and thoroughly mix cementitious, water and aggregates in a mechanical batch mixer; comply with referenced ASTM standards for mixing time and water content.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for type of mortar required, unless otherwise indicated. Limit cementitious materials in mortar to portland cement-lime. Type N mortar for exterior, above-grade loadbearing and non-loadbearing walls; for interior loadbearing walls; and for other applications where another type is not indicated.
- D. Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated, of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout. Use fine grout in grout spaces less than 2" in horizontal direction, unless otherwise indicated.

PART 3 -EXECUTION

3.01 INSTALLATION, GENERAL

- A. Wetting Clay Brick: Wet brick made from clay or shale which have ASTM C 67 initial rates of absorption (suction) of more than 30 grams per 30 sq. in. per minute. Use wetting methods which ensure each clay masonry unit being nearly saturated but surface dry when laid.
- B. Do not wet concrete masonry units.
- C. Cleaning Reinforcing: Before placing, remove loose rust, ice and other coatings from reinforcing.
- D. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness indicated.
- E. Build chases and recesses as shown or required for the work of other trades. Provide not less than 8" of masonry between chase or recess and jamb of openings, and between adjacent chases and recesses.
- F. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.
- G. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining work. Use full-size units without cutting where possible. Use dry cutting saws to cut concrete masonry units.

3.02 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces of columns, walls and arrises do not exceed 1/4" in 10', or 3/8" in a story height not to exceed 20', nor 1/2" in 40' or more. For external corners, expansion joints, control joints and other conspicuous lines, do not exceed 1/4" in any story or 20' maximum, nor 1/2" in 40' or more. For vertical alignment of head joints do not exceed plus or minimum 1/4" in 10', 1/2" maximum.
- B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed 1/4" in any bay or 20' maximum, nor 1/2" in 40' or more. For top surface of bearing walls do not exceed 1/16" between adjacent floor elements in 10' or 1/16" width of a single unit.
- C. Variation of Linear Building Lines: For position shown in plan and related portion of columns, walls and partitions, do not exceed 1/2" in any bay or 20' maximum, nor 3/4" in 40' or more.
- D. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions, shown, do not exceed minimum 1/4" nor plus 1/2".
- E. Variation in Mortar Joint Thickness: Do not exceed bed joint thickness indicated by more than plus or minus 1/8", with a maximum thickness limited to 1/2". Do not exceed head joint thickness indicated by more than plus or minus 1/8".

3.03 LAYING MASONRY WALLS

- A. Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to accurately locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half-size units at comers, jambs and wherever possible at other locations.
- B. Lay-up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other work.
- C. Pattern Bond: Lay exposed masonry in the bond pattern shown or, if not shown, lay in running bond with vertical joint in each course centered on units in courses above and below. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2". Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4" horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Rack back 1/2-unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.
- E. Built-in Work: As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items. Fill space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core. Fill cores in hollow concrete masonry units with grout 3 courses (24") under bearing plates, beams, lintels, posts and similar items, unless otherwise indicated.

3.04 MORTAR BEDDING AND JOINTING

- A. Lay solid brick size masonry units with completely filled bed and headjoint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.
- B. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting courses on footings and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or filled with concrete or grout. For starting course on footings where cells are not grouted, spread out full mortar bed including areas under cells.
- C. Set pre-cast concrete coping units in full bed of mortar with all vertical joints, slushed full. Fill dowel, anchor and similar holes solid. Rake head joints 1/2" to 3/4" and install elastomeric sealant and lead joint covers.
- D. Maintain joint widths shown, except for minor variations required to maintain bond alignment. If not shown, lay walls with 3/8" joints.
- E. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise indicated.
- F. Tool exposed joints slightly concave using a jointer larger than joint thickness, unless otherwise indicated.
- G. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

3.05 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY

- A. Use continuous horizontal joint reinforcement installed in horizontal mortar joints for bond tie between wythes. Install at not more than 16" o.c. vertically.
- B. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
- C. For horizontally reinforced masonry, provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.
- D. Intersecting and Abutting walls: Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes, provide continuity with horizontal joint reinforcement using prefabricated "T" units.
- E. Non-bearing Interior Partitions: Build full height of story to underside of solid floor or roof structure above, unless otherwise shown. Wedge non-bearing partitions against structure above with small pieces of tile, slate or metal. Fill joint with mortar after dead load deflection of structure above approaches final position.

3.06 CAVITY WALLS

- A. Keep cavity clean of mortar droppings and other materials during construction. Strike joints facing cavity flush.

B. Tie exterior wythe to back-up with continuous horizontal joint reinforcing, installed in mortar joints at not more than 16" o.c. vertically.

C. Provide weep holes in exterior wythe of cavity wall located immediately above ledges and flashing, spaced 2'-0" o.c., unless other wise indicated.

3.07 CAVITY WALL INSULATION

A. On units of plastic insulation, install small pads of adhesive spaced approximately 1'-0" o.c. both ways on inside face. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown. Fill all cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.08 HORIZONTAL JOINT REINFORCEMENT

A. General: Provide continuous horizontal joint reinforcement as indicated. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8" on exterior side of walls, 1/2" elsewhere. Lap reinforcing a minimum of 6". Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.

B. Reinforce walls with continuous horizontal joint reinforcing unless specifically noted to be omitted.

C. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.

D. Space continuous horizontal reinforcement for single wythe and multi-wythe walls at 16" o.c. vertically.

E. Reinforce masonry openings greater than 1'-0" wide, with horizontal joint reinforcement placed in 2 horizontal joints approximately 8" apart, immediately above the lintel and immediately below the sill. Extend reinforcement a minimum of 2'-0" beyond jambs of the opening except at control joints.

3.09 ANCHORING MASONRY WORK

A. General: Provide anchor devices of type indicated.

B. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following: Provide an open space not less than 1" in width between masonry and structural member, rigid materials. Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure. Space anchors as indicated, but not more than 24" o.c. vertically and 36" o.c. horizontally.

3.10 CONTROL AND EXPANSION JOINTS

A. General: Provide vertical expansion, control and isolation joints in masonry where shown. Build-in related items as the masonry work progresses. Build-in non-metallic joint fillers where indicated.

3.11 LINTELS

A. Install steel lintels where indicated. Provide masonry lintels where shown and wherever openings of more than 1'-0" for brick size units and 2'-0" for block size units are shown without structural steel or other supporting lintels. Provide precast or formed-in-place masonry lintels. Cure precast lintels before handling and installation. Temporarily support formed-in-place lintels. For hollow concrete masonry unit walls, use specially formed Ushaped lintel units with reinforcement bars placed as shown filled with coarse grout. Provide minimum bearing of 8" at each jamb, unless otherwise indicated.

3.12 FLASHING OF MASONRY WORK

A. General: Provide concealed flashing in masonry work at, or above, shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar. Extend flashings through exterior face of masonry and turn down to form drip.

B. Extend flashing the full length of lintels and shelf angles and minimum of 4" into masonry each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 8", and through the inner wythe to within 1/2" of the interior face of the wall in exposed work. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2". At heads and sills turn up ends not less than 2" to form a pan.

C. Provide weep holes in the head joints of the first course of masonry immediately above concealed flashings. Space 24" O.C., unless otherwise indicated.

D. Install reglets and nailers for flashing and other related work where shown to be built into masonry work.

E. Damp cure parging for at least 24 hours and protect until cured.

3.13 REPAIR, POINTING AND CLEANING

A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints including corners, openings and adjacent work to provide a neat, uniform appearance, prepared for application of sealants.

C. Final Cleaning: After mortar is thoroughly set and cured, clean masonry as follows: Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels. Protect adjacent concrete and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape. Saturate wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water. Use bucket and brush hand cleaning method described in BIA "Technical Note No. 20 Revised" to clean brick masonry made from clay or shale. Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable NCMA "Tek" bulletins.

D. Protection: Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit masonry work being without damage and deterioration at time of substantial completion.

E. Water Protection: Water-repellant for all exposed brick walls shall be as specified in Section 07175 -Water Repellant.

END OF SECTION

SECTION 04721: MANUFACTURED STRUCTURAL STONE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured Stone and Mortar.
- B. Metal Anchors Lath and Accessories.

1.02 RELATED SECTIONS

- A. Section 6100 – Rough Carpentry: Wall Framing and Sheathing.
- B. Section 07900 – Joint Sealers: Perimeter Sealing at Openings.

1.03 REFERENCES

- A. UBC Standard No. 26-10 Parts I and IV: Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- B. ASTM C91: Specification for Masonry Cement.
- C. ASTM C177-71: Test Method for Thermal Conductivity by Means of the Guarded Hot Plate.
- D. ASTM: C150: Specification for Portland Cement.
- E. ASTM C207: Specification for Hydrated Lime for Masonry Purposes.
- F. ASTM C270: Specification for Mortar for Unit Masonry.
- G. UL723: Test for Surface Burning Characteristics of Building Materials.
- H. Uniform Building Code (U.B.C.) Standard No. 17-1.

1.04 SUBMITTALS

- A. Submit product data.
- B. Submit samples for selection by owner.
- C. Submit manufacturer's installation instructions.

1.05 QUALITY ASSURANCE

- A. Applicator: Company experience in installation of manufactured stone and brick of the type specified with five years' experience.

1.06 FIELD SAMPLES

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and for 48-hours after completion of work.
- B. Protect materials from rains, moisture, and freezing temperatures prior to, during and for 48-hours after completion of work.
- C. Allow no construction activity on opposite side of wall to which work is being applied during, and for 48-hours after completion of work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Arriscraft International, 6054 Zenith Mill Road, Arriscraft Lane, Fort Valley, Georgia 31030. A General Shale Company, or approved equal.

2.02 MANUFACTURED UNITS – CULTURED STONE

- A. Minimum Weight of Manufactured Units: 8 to 10 lb/sq. ft.
- B. Compressive Strength: As tested in accordance with UBC Standard No. 26-10, Parts I and IV. Must equal or exceed 4,500 PSI. The manufactured stone must be load bearing with a capacity equal to Grade SW brick.
- C. Shear (adhesion) strength: Tested in accordance with ASTM C482 using a unit thickness approximately the same as the stone unit.
- D. Thermal Resistance: R factor 1.19 in accordance with ASTM C177-71. This R factor is based on a 1.779 inch thick sample. Some types of Cultured Stone will average more than 1.779 inches in thickness and R factor will vary accordingly.
- E. Fire Hazard Test on 1/7/8 inch Thick Sample: Flame spread of 0, smoke development of 0 in accordance with UL723.

PART 3 EXECUTION

3.01 PREPARATION

- A. Concrete and Masonry Surfaces Clean and Untreated: Examine newly poured concrete closely to ensure that its finished surface contains no releasing agents (form oil). If it does contain form oil, etch surface with muriatic acid, rinse thoroughly and/or score with a wire brush.

3.02 MORTAR MIXING

- A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C482, Type S.
- B. Do not use anti-freeze compounds to lower the freezing point of mortar.

3.03 APPLICATION

- A. Apply $\frac{1}{2}$ to $\frac{3}{4}$ inch of mortar to lath dampened masonry or concrete surfaces, covering a maximum of 10 square feet at one time. Press the units firmly into position in soft mortar bed, joggle each piece slightly to bond firmly, causing mortar to extrude slightly area edges of units.
- B. Place units with uniform mortar joints. Stone joints should not be over $\frac{1}{2}$ inch in width.
- C. Plan work to minimize jobsite cutting. Perform necessary cutting with proper tools to provide uniform edges; take care to prevent breaking unit corners or edges.
- D. Remove excess mortar; do not allow mortar to set up on face of units. Point and tool joints before mortar has set.
- E. Apply breather type non-forming masonry sealer to completed surfaces in accordance with manufacturer's instructions. Sealer required on all surfaces.

3.04 CLEANING

- A. Remove excess mortar and smears.
- B. Clean soiled surfaces in accordance with manufacturer's instructions. Use non-metallic tools in cleaning operations.

END OF SECTION

SECTION 05120 - STRUCTURAL STEEL

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Metals Fabrications: Section 05500

1.02 APPLICABLE PUBLICATIONS

- A. The current issue of the following publications form a part of this specification to the extent indicated by the reference thereto:
 - 1. American Institute of Steel Construction publications: (AISC):
 - a. Code of Standard Practice for Steel Buildings and Bridges.
 - b. Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
 - c. Manual of Steel Construction - Ninth Edition.
 - 2. American Welding Society Publication (AWS):
 - a. Structural Welding Code, D1.1-82.
 - 3. Research Council on Riveted and Bolted Structural Joints (RCRBSJ) of the Engineering Foundation Publication:
 - a. Specifications for Structural Joints Using ASTM A 325 or a 490 Bolts.
- B. American Welding Society Publication (AWS):
 - 1. Structural Welding Code, D1.1-82.
- C. Research Council on Riveted and Bolted Structural Joints (RCRBSJ) of the Engineering Foundation Publication:
 - 1. Specification for Structural Joints Using ASTM A 325 or a 490 Bolts.

1.03 GENERAL REQUIREMENTS

- A. Except as otherwise specified hereinafter, the AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings shall govern the Work. Welding shall be in accordance with AWS Code D1.1. High-strength bolting shall be in accordance with RCRBSJ Specifications for structural joints using ASTM A 325 or A 490 Bolts.
- B. Complete shop and erection drawings shall be submitted for review. Shop drawings shall be submitted in accordance with Section 01340. All welds shall be indicated by standard welding symbols of the AWS.

- C. Design of members and connections for any portion of the structures not indicated on the contract drawings shall be completed by the fabricator and indicated on the shop drawings.
- D. Substitution of sections or modification of details, or both, and the reasons therefor shall be submitted with the shop drawings for review. Approved substitutions, modifications, and necessary changes in related portions of the work shall be coordinated by the contractor and shall be accomplished at no additional cost to the Owner.
- E. Responsibility for Errors: The Contractor shall be responsible for all errors of detailing, fabrication, and for the correct fitting of the structural member.
- F. Templates shall be furnished, together with instructions for the setting of anchors, anchor bolts, and bearing plates. The Contractor shall ascertain that the items are properly set during the progress of the work.
- G. Storage of Materials: Materials shall be stored out of contact with the ground in such manner and location will minimize contamination and deterioration.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. All structural steel shall conform to ASTM A 36. All other materials shall be in accordance with the applicable requirements of the Specifications for the Design, Fabrication, and Erection of structural steel for buildings of the American Institute of Steel Construction.
- B. All structural tubing shall conform to ASTM A 500, Grade B. Ends of the tubing shall be properly sealed to protect the internal surfaces.
- C. Welding electrodes shall conform to requirements shown in Table 4.1.1 of AWS D1.1 and shall be E70XX or F7XEXXX.

PART 3 - EXECUTION

3.01 FABRICATION

- A. Structural material shall be fabricated and assembled in the shop to the greatest extent possible. Shearing, flame cuttings, and chipping shall be done carefully and accurately. Sheared and flame cut edges shall be finished smooth by grinding, chipping, or planing. The radii of re-entrant flame cut fillets shall be not less than one inch and as much larger as practicable. Sole plates of beams and girders shall have full contact with the flanges. Where shown or required, stiffeners shall be fitted neatly between the flanges of beams and girders and, where tight fits are required to transmit bearing, the ends of stiffeners shall be milled or ground to secure an even bearing against the flanges or shall be grooved and fully butt welded to the flanges. The corners of stiffener plates shall be cut to clear fillets of beams. The clearance between the ends of spliced web plates shall not exceed 1/4 inch. Assembled pieces shall be taken apart, if necessary, for the removal of burrs and shavings produced by the reaming operation. Structural steelwork shall be prepared for painting in accordance with the AISC specification and primed with paint materials hereinafter specified.

- B. Connections shall be as shown or, if connection details are not shown on the Drawings, the connects shall be designed for the reactions shown on the Drawings. Where connection details or reactions are not shown on the Drawings, the connections shall be designed for a shear equal to one-half of the allowable uniform load for simple beams, laterally supported, for the spans indicated, as tabulated in the AISC manual of steel construction, plus 5000 pounds. Connections shall be designed in accordance with the recommendations given in the AISC manual of steel construction, Eighth Edition. One-sided or other types of eccentric connections will be permitted only where shown on the Contract Drawings or accepted by the Engineer.
- C. Steel work to be encased in concrete, including surfaces of top flanges of members supporting concrete slabs shall, after fabrication, be cleaned of all oil or grease by solvent cleaners and, after erection, be cleaned of dirt and foreign material by thoroughly sweeping with a stiff fiber brush or other approved method.

3.02 ERECTION

- A. The erection of structural steel shall be of accordance with the applicable provisions of the AISC specification.
- B. Anchor bolts and anchors shall be properly located and built into connecting work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.
- C. Column base and bearing plates shall be provided under all columns, and other members resting on walls or footings. Base and bearing plates may be attached or loose as noted on the shop drawings. Base plates and bearing plates shall be supported and aligned on steel wedges or shims. After the supported members have been plumbed and properly positioned and the anchor nuts tightened, the entire bearing area under the plate shall be filled solid with nonshrinking grout. Wedges and shims shall be cut off flush with edges of column base and bearing plates, and shall be left in place.
- D. Holes, except for turned and ribbed bolts, shall not be enlarged more than 1/16 inch greater than the specified hole size without the approval of the Engineer.
- E. Lockwashers shall be provided under all A 307 nuts. Threading shall be excluded form the shear planes for all a 307 and a 325 bearing-type bolted connections.
- F. Driftpins may be used only to bring together the several parts and shall not be used in such manner as to distort or damage the metal.
- G. Gas Cutting: The use of a gas-cutting torch in the field for correcting fabrication errors will not be permitted on any major member in the structural framing. The use of gas-cutting torch will be permitted only on minor members, when the member is not under stress, and then only after the approval of the Engineer has been obtained.

3.03 PAINTING

- A. All steel work shall be painted with one shop coat in accordance with Section 09900 "Painting", except that steel work encased in concrete and contact surfaces of welded and/or bolted connections not conforming to Paragraph 3 (C) of RCRBSJ Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts shall not be painted. After erection, a

prime coat shall be applied to all bolts, connections, damaged spots and areas which have been omitted in shop painting. Field painting shall be in accordance with Section 09900 "Painting."

3.04 QUALITY CONTROL

- A. Engage an independent testing and inspection agency to inspect high-strength bolted connections and welded connections and to perform tests and prepare test reports.
- B. Testing agency shall conduct and interpret tests, state in each report whether test specimens comply with requirements, and specifically state any deviation therefrom.
- C. Provide access for testing agency to places where structural steel work is being fabricated or produced so that required inspection and testing can be accomplished.
- D. Testing agency may inspect structural steel at plant before shipment.
- E. Correct deficiencies in structural steel work that inspections and laboratory test reports have indicated to be not in compliance with requirements. Perform additional tests, at Contractor's expense, as necessary to reconfirm any noncompliance or original work and to show compliance of corrected work.
- F. Bolted Connections: Inspect or test in accordance with AISC specifications.
- G. Welding: Inspect and test during fabrication of structural steel assemblies, as follows:
 - 1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
 - 2. Perform tests of welds (Ultrasonic Inspection: ASTM E 164).

END OF SECTION

SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to Work of this Section.

1.02 DESCRIPTION OF WORK

- A. Definition: Metal fabrications include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.
- B. Extent of metal fabrications is indicated on drawings and schedules.
- C. Types of Work in this Section include metal fabrications for:
 - 1. Rough hardware.
 - 2. Nosings.
 - 3. Loose steel lintels.
 - 4. Miscellaneous framing and supports.
 - 5. Shelf angles.
 - 6. Structural steel door frames.
 - 7. Grating treads for metal stairs.
- D. Structural steel is specified in Section 05120.

1.03 QUALITY ASSURANCE

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ferrous Metals: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- B. Steel Plates, Shapes and Bars: ASTM A 36.
- C. Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.
- D. Structural Steel Sheet: Hot-rolled, ASTM A 570; or cold-rolled ASTM A 611, Class 1, of grade required for design loading.
- E. Steel Pipe: ASTM A 53; Type and grade (if applicable) as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (schedule 40), unless otherwise indicated.
- F. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.
- G. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.
- H. Grout: Non-Shrink Non-Metallic Grout, Pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with CE CRD-C621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this Section.
- I. Fasteners:
 - General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.
 - 1. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.
 - 2. Lag Bolts: Square head type, FS FF-B-561.
 - 3. Machine Screws: Cadmium plated steel, FS FF-S-92.
 - 4. Wood Screws: Flat head carbon steel, FS FF-S-111.
 - 5. Plain Washers: Round, carbon steel, FS FF-W-92.
 - 6. Masonry Anchorage Devices: Expansion shields, FS FF-S-325.
 - 7. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required.
 - 8. Lock Washers: Helical spring type carbon steel, FS FF-W-84.

- J. Paint:
1. Shop Primer for Ferrous Metal: Manufacturer's or Fabricator's standard, fast-curing, lead-free, "universal" primer; selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated and for capability to provide a sound foundation for field-applied topcoats prolonged exposure; complying with performance requirements of FS TT-P-645.
 2. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with the Military Specifications MIL-P-21035 (Ships) or SSPC-Paint-20.

2.02 FABRICATION, GENERAL

- A. Workmanship: Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- D. Form exposed connection with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts.
- E. Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
- F. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
- G. Galvanizing: Provide a zinc coating for those items indicated or specified to be galvanized, and conform to ASTM A 153 requirements for galvanizing iron and steel hardware.
- H. Fabricate joints which will be exposed to weather in a manner to exclude water to provide weep holes where water may accumulate.
- I. Shop Painting: Apply shop primer to surfaces of metal fabrications except those which are galvanized or as indicated to be embedded in concrete or masonry, unless otherwise indicated, and in compliance with requirements of SSPC-PAL "Paint Application Specification No. 1" for shop painting.
- J. Surface Preparation: Prepare ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:

1. Exteriors (SSPC Zone 1B): SSPC-SP6 "Commercial Blast Cleaning".
2. Interiors (SSPC Zone 1A): SSPC-SP3 "Power Tool Cleaning".

2.03 ROUGH HARDWARE

- A. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division-6 sections.
- B. Fabricate items to sizes, shapes and dimensions required. Furnish malleable-iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

2.04 STAIR SAFETY NOSINGS

Step safety nosings shall be 4-inch wide, aluminum grit, crosshatched surface, complete with screws, nuts and wing anchors for anchoring to concrete, pre-drilled to admit anchor screws, Wooster WP4T Alumogrit as manufactured by Wooster Products Company, Wooster, Ohio; Style AXPf Nosing by SAFE-T-METAL Company; or equal. Nosings shall be furnished for all new interior concrete steps only.

2.05 GALVANIZED STEEL GRATING STAIR TREADS

Provide hot-dip galvanized steel heavy duty steel grating (1-1/2 inch x 1/8 inch bearing bars) for stair treads where metal stairs are shown on the Drawings.

2.06 LOOSE STEEL LINTELS

Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown. Weld adjoining members together to form a single unit where indicated. Provide not less than 8" bearing at each side of openings, unless otherwise indicated.

2.07 MISCELLANEOUS FRAMING AND SUPPORTS

- A. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete work.
- B. Fabricate miscellaneous units to sizes, shapes and profiles indicated or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes and plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.
- C. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed. Except as otherwise indicated, space anchors 24" o.c. and provide minimum anchor units of 1-1/4" x 1/4" x 8" steel straps.

2.08 SHELF ANGLES

Provide structural steel shelf angles of sizes indicated for attachment to concrete framing. Provide slotted holes to receive 3/4" bolts, spaced not more than 6" from ends and not more than 24" o.c., unless other wise indicated.

2.09 STRUCTURAL STEEL DOOR FRAMES FOR OVERHEAD DOORS

- A. Fabricate steel door frames from structural shapes and bars of size and to dimensions indicated, fully welded together, with 5/8 inch x 1-1/2 inch steel bar stops, unless otherwise indicated. Plug weld built-up members and continuously weld exposed joints. Secure removable stops to frame with countersunk machine screws, uniformly spaced at not more than 10 inches o.c. Reinforce frames and drill and tap as required to accept finish hardware.
- B. Provide steel strap anchors for securing door frames into adjoining concrete or masonry, using 1/8 inch x 2 inch straps of the length required for a minimum 8 inch embedment, unless otherwise indicated. Weld anchors to frame jambs no more than 12 inches from both bottom and head of frame and space anchors not more than 30 inches apart.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.02 INSTALLATION

- A. General Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.
- B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete masonry or similar construction.
- C. Fit exposed connections accurately together to form tight hair line joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

- D. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.
- E. Bar Gratings: Comply with recommendations of NAAMM Metal Bar Grating Manual for installation of gratings, including installation clearances and standard anchoring details. Secure removable units to supporting members with type and size clips and fasteners indicated, or if not indicated as recommended by grating manufacturer for type of installation conditions shown. Secure non-removable units to supporting members by welding where both materials are the same, otherwise fasten by bolting as indicated above. Attach toe plates to gratings by welding, at locations indicated.

3.03 ADJUST AND CLEAN

- A. Touch-Up Painting: Cleaning and touch-up painting of field welds, bolted connections and abraded areas of the shop paint on miscellaneous metal is specified in Division 9 of these Specifications.
- B. For galvanized surfaces: Clean field welds, bolted connections and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 05521 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.01 GENERAL

- A. Definitions in ASTM E 985 for railing-related terms apply to this Section.
- B. Structural Performance of Handrails and Railing Systems: Comply with ASTM E 985 based on testing per ASTM E 894 and E 935.
- C. Structural Performance of Handrails and Railing Systems: Provide handrails and railing systems capable of withstanding the following structural loads without exceeding the allowable design working stress of the materials involved.
 - 1. Top Rail of Guardrail Systems: Concentrated load of 200 lbf (890 N) applied at any point and in any direction and a uniform load of 50 lbf per linear foot (730 N/m) applied horizontally and concurrently with a uniform load of 100 lbf per linear foot (1460 N/m) applied vertically downward. Concentrated and uniform loads need not be assumed to act concurrently.
 - 2. Handrails Not Serving as Top Rails: Concentrated load of 200 lbf (890 N) applied at any point and in any direction and a uniform load of 50 lbf per linear foot (730 N/m) applied in any direction. Concentrated and uniform loads need not be assumed to act concurrently.
 - 3. Infill Area of Guardrail Systems: Horizontal concentrated load of 200 lbf (890 N) applied to 1 sq. ft. (0.09 sq. m) at any point in the system including panels, intermediate rails, balusters, or other elements composing the infill area. Loads on infill area need not be assumed to act concurrently with loads on top rails.
- D. Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- E. Submittals: In addition to product data, submit the following:
 - 1. Shop drawings showing railing layout and details of components, with structural computations.
 - 2. Samples of each type of metal finish indicated.
 - 3. Test reports from independent testing agency showing compliance with ASTM E 985.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Manufacturer: Subject to compliance with requirements, provide products by one of the following:
1. Alumaguard.
 2. Aluminum Tube Railings, Inc.
 3. Architectural Art Mfg., Inc.
 4. Blum: Julius Blum & Co., Inc.
 5. Braun: J.G. Braun Co.
 6. CraneVeyor Corp.
 7. Hollaender Manufacturing Co.
 8. Humane Equipment Co.
 9. KDI Paragon, Inc.
 10. Moultrie Manufacturing Co.
 11. Newman Bros., Inc.
 12. Sterling Factories, Inc.
 13. Superior Aluminum Products, Inc.
 14. Thompson Fabricating Company.
 15. Wagner: R & B Wagner, Inc.
- B. Aluminum: Alloy and temper recommended by aluminum producer and finisher for use and finish indicated, and with not less than the strength and durability of the alloy and temper designated below:
1. Extruded Bar and Tube: ASTM B 221 (ASTM B 221M), alloy 6063T5/T52.
 2. Extruded Structural Pipe and Tube: ASTM B 429, 6063-T5/T52.
 3. Drawn Seamless Tube: ASTM B 210 (ASTM B 210M), 6063-T832.
 4. Plate and Sheet: ASTM B 209 (ASTM B 209M), 6061-T6.
 5. Die and Hand Forgings: ASTM B 247 (ASTM B 247M), 6061-T6.
 6. Castings: ASTM B 26/B 26M, A356-T6.

- C. Steel and Iron: Provide the form indicated, complying with the following:
1. Pipe: ASTM A 53, Type F, or Type S, Grade A, standard weight (schedule 40), unless another weight, type, and grade required by structural loads.
 - a. Black finish, unless otherwise indicated.
 - b. Galvanized finish for exterior installations and where indicated.
 2. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 3. Gray-Iron Castings: ASTM A 48, Class 30.
 4. Malleable-Iron Castings: ASTM A 47, Grade 32510 (ASTM A 47M, Grade 22010).
 5. Brackets, Flanges, and Anchors: Cast or formed metal of the same material and finish as supported rails.
- D. Welding Electrodes and Filler Metal: Provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- E. Fasteners: Same basic metal as the fastened metal; concealed unless otherwise indicated or unavoidable and standard with systems indicated.
- F. Anchors and Inserts: Fabricated from corrosion-resistant materials, capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in masonry and 4 times the load imposed when installed in concrete as determined per ASTM E 488.
- G. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer with good resistance to corrosion, compatible with finish paint systems, and complying with performance requirements of FS TT-P-664.
- H. Galvanizing Repair Paint: High-zinc-dust-content paint, with dry film containing not less than 94 percent zinc dust by weight.
- I. Grout/Anchoring Cement: Premixed, nonshrink, nonmetallic grout complying with ASTM C 1107 or erosion-resistant anchoring cement; nonstaining, noncorrosive, nongaseous; recommended by manufacturer for applications indicated.
- J. Fabrication, General: Fabricate railings to design, dimensions, and details indicated and as required to support structural loads.
1. Welded Connections: Use fully welded joints for connecting railing components. Cope and butt weld or weld in internal fittings.
 2. Welded Connections for Aluminum Pipe: Fabricate railing members for connection by concealed internal welds, using manufacturer's standard system of sleeve and socket fittings.
 3. Nonwelded Connections: Fabricate railing members for connecting with concealed mechanical fasteners and fittings.

- a. Fabricate splice joints for field connection using epoxy structural adhesive.
4. Form changes in direction of members as follows:
 - a. By inserting prefabricated flush elbow fittings.
 - b. By bending.
 - c. By mitering.
 - d. By any method indicated above, applicable to change of direction involved.
5. Form curves by bending in jigs to produce uniform curvature without buckling, twisting, cracking, or otherwise deforming exposed surfaces.
6. Provide wall returns at ends of wall-mounted handrails.
7. Close exposed ends by welding 3/16-inch- (4.8-mm-) thick steel plate or prefabricated fitting in place.
8. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors for attachment of handrails and railing systems to other work. For galvanized handrails and railing systems, provide galvanized fittings, brackets, and other components.
- K. Class I, Clear Anodic Aluminum Finish: AA-M12C22A41 complying with AAMA 607.1.
- L. Shop-Primed Steel Finish: For railings not indicated to be galvanized, prepare per SSPC-SP 7 "Brush-Off Blast Cleaning" and apply primer.

PART 3 - EXECUTION

3.01 EXECUTION

- A. Installation, General: Perform cutting, drilling, and fitting required for installing railings. Set units accurately in location, alignment, and elevation.
- B. Anchor posts to metal surfaces with fittings designed for this purpose.
- C. Anchor handrail ends to concrete and masonry with steel round flanges welded to rail ends and anchored into wall construction with drilled-in expansion anchors.
- D. Secure handrails to wall with wall brackets and end fittings.
 1. Use brackets with predrilled hole for exposed bolt anchorage.
- E. Touch up shop paint after erection. Clean field welds, bolted connections, and abraded areas and paint with same material as used for shop painting.

END OF SECTION

SECTION 05540

CASTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment required to install castings as shown on the Drawings and specified herein. Included in this section are manhole covers, steps, and valve boxes.

1.02 RELATED WORK

- A. Concrete work is included in Division 3.
- B. Masonry work is included in Division 4.

1.03 SUBMITTALS

The CONTRACTOR shall submit to the ENGINEER, in accordance with Division 1, Section 01300, copies of construction details of castings proposed for use. The ENGINEER shall review the submittals, making notations if necessary, and distribute to the CONTRACTOR and the resident project representative.

PART 2 MATERIALS

2.01 GENERAL

- A. All castings shall be gray iron, conforming to the requirements of the ASTM Standards, Designation A 48-76, Class 30 for manhole castings, and Class 20 for valve boxes.

2.02 VALVE BOXES

- A. Slide Type for Iron Body Valves
 - 1. Valve boxes shall be provided for each buried valve. They shall be cast iron, of heavy pattern slide adjustable type without screw and provided with cast iron cover of sufficient length to allow for 30 inches of cover over the top of the pipe. The upper section of each box shall have a bottom flange of sufficient bearing area to prevent settling. The bottom of the lower section shall enclose the stuffing box and operating nut of the valve. Boxes shall

have barrels of not less than 5 inch in diameter and be of length adapted to pipe cover. Boxes shall be slide type adjustable, without screw, with a lap of at least 6 inch when in the most extended position. The covers shall be circular with a corrugated surface and have pick holes in the periphery and be marked "Water", "Gas", "Sewer", or "Air" according to use. Covers shall also have the word "OPEN" and an arrow indicating the direction of opening cast into covers in raised letters. Provide valve stem extensions for all buried valves.

2.03 MISCELLANEOUS SLAB CASTINGS

A. Floor Boxes

1. Floor boxes for openings through slabs for key operation of valve nuts shall be at least 5-1/4 inch diameter and 6 inches deep with circular caps having a corrugated surface. The setting shall be flush with the top surface. Furnish M & H Style 1106, or equal.

2.04 BOX COVERS

- ### A. Meter box covers shall be two piece cast iron with a minimum 11 inch circular opening and a base sized to fit an 18 inch inside diameter box. Furnish Ford Meter Box Company No. C32 for non traffic areas and No. C32H for traffic areas, or equal.

PART 3 EXECUTION

- ### 3.01 The installation of castings is generally covered under specifications for pipe work and manholes. Castings shall be leveled, plumbed and secured before pouring concrete or attaching to masonry with solid, watertight, cement mortar joints.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wood supports.
2. Wood blocking.
3. Wood nailers.
4. Wood furring.
5. Wood grounds.

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product indicated.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that materials comply with requirements.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses.

C. Research/Evaluation Reports: For the following:

1. Treated wood.
2. Power-driven fasteners.
3. Powder-actuated fasteners.
4. Expansion anchors.

PART 2- PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Provide dressed lumber, S4S, unless otherwise indicated.
 - 3. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable Design Stresses: Meet or exceed those indicated per manufacturer's published values determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
- C. Mark each treated item with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing members less than 18 inches above grade.
 - 4. Wood floor plates that are installed over concrete slabs directly in contact with earth.

2.4 NOT USED

DIMENSION LUMBER

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- A. General: Of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Interior Stair Stringers and treads: No. 1 Structural.
 - 1. Southern Pine Fir, SPF
- C. Framing other than Stairs:: Construction, or No. 2 grade and any of the following species:
 - 1. Douglas fir-larch, Douglas fir-larch (north), or Douglas fir-south; NLGA.
 - 2. Hem-fir or Hem-fir (north); NLGA.
 - 3. Southern pine; SPIB.
 - 4. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA.

2.6 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber for support or attachment of other construction, including the following:
 - 1. Mezzanine guard rails.
 - 2. Blocking.
 - 3. Cants.
 - 4. Nailers.
 - 5. Furring.
 - 6. Grounds.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 2 grade lumber with 19 percent maximum moisture content of any species listed herein.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine, No. 2 grade; SPIB.
 - 2. Eastern softwoods, No. 2 Common grade; NELMA.
 - 3. Northern species, No. 2 Common grade; NLGA.

2.7 NOT USED

2.8 NOT USED

2.9 NOT USED

2.10 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

2.11 MISCELLANEOUS MATERIALS

- A. Fasteners:
 - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153.
 - 2. Power-Driven Fasteners: CABO NER-272.
 - 3. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- B. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.
- C. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- D. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.

PART 3 -EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate :furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Apply field treatment complying with AWWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in the Uniform Building Code.
 - 3. Table 2305.2, "Fastening Schedule," in the BOCA National Building Code.
 - 4. Table 2306.1, "Fastening Schedule," in the Standard Building Code.
 - 5. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in International One- and Two-Family Dwelling Code.

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- D. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.
- E. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- F. Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
 - 1. Comply with "Code Plus" provisions in above-referenced guide.
- G. Fastening Methods:
 - 1. Plywood Backing Panels: Nail or screw to supports.

END OF SECTION 06100

SECTION 07141 - COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Single-component, modified polyurethane waterproofing.
2. Single-component, unmodified polyurethane waterproofing.
3. Two-component, modified polyurethane waterproofing.
4. Two-component, unmodified polyurethane waterproofing.
5. Two-component, unmodified latex-rubber waterproofing.
6. Plaza deck pavers.

- B. Related Sections include the following:

1. Division 2 Section "Foundation Drainage Systems" for drainage panels and geotextile filter fabrics.
2. Division 2 Section "Unit Pavers" for interlocking-concrete unit pavers.
3. Division 4 Section "Unit Masonry Assemblies" for parging masonry walls to receive waterproofing.
4. Division 5 Section " Architectural Joint Systems" for expansion-joint systems.
5. Division 7 Section "Traffic Coatings" for polyurethane traffic coatings.
6. Division 7 Section "Joint Sealants" for joint-sealant materials and installation.
7. Division 9 Section "Stone Paving and Flooring" for stone paving.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide waterproofing membrane that prevents the passage of water.

1.4 SUBMITTALS

- A. **Product Data:** Include manufacturer's written instructions for evaluating, preparing, and treating substrate, technical data, and tested physical and performance properties of waterproofing.
- B. **Shop Drawings:** Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

1. Include Setting Drawings showing layout, sizes, sections, profiles, and joint details of concrete pavers with paver support assemblies.
- C. Samples: For the following products:
1. 12-by-12-inch square of flashing sheet.
 2. 12-by-12-inch square of insulation.
 3. 4-by-4-inch square of drainage panel.
 4. Concrete roof paver, full sized, in each color and texture required.
 5. Paver pedestal assembly.
- D. Installer Certificates: Signed by manufacturers certifying that installers comply with requirements.
- E. Product Test Reports: From a qualified independent testing agency indicating and interpreting test results of waterproofing for compliance with requirements, based on comprehensive testing of current waterproofing formulations.
- F. Sample Warranty: Copy of special waterproofing manufacturer's and Installer's warranty stating obligations, remedies, limitations, and exclusions before starting waterproofing.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who is authorized, approved, or licensed by waterproofing manufacturer to install manufacturer's products.
- B. Source Limitations: Obtain waterproofing materials, protection course, and molded-sheet drainage panels through one source from a single manufacturer.
- C. Mockups: Apply waterproofing to 100 sq. ft. of wall to demonstrate surface preparation, crack and joint treatment, corner treatment, thickness, texture, and execution quality.
1. If Engineer determines mockups do not comply with requirements, reapply waterproofing until mockups are approved.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review requirements for waterproofing, including surface preparation specified under other Sections, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver liquid materials to Project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer.
- C. Remove and replace liquid materials that cannot be applied within their stated shelf life.
- D. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
 - 1. Do not apply waterproofing in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.
- B. Maintain adequate ventilation during application and curing of waterproofing materials.

1.8 WARRANTY

- A. Special Manufacturer's Warranty: Written warranty, signed by waterproofing manufacturer and Installer agreeing to repair or replace waterproofing that does not comply with requirements or that does not remain watertight within specified warranty period.
 - 1. Warranty does not include failure of waterproofing due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in substrate that exceed 1/16 inch in width.
 - 2. Warranty Period: Five years after date of Substantial Completion.
- B. Special Installer's Warranty: Written waterproofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, for warranty period of two years.
 - 1. Warranty includes removing and reinstalling protection board, drainage panels, insulation, pedestals, and pavers on plaza decks.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following products:
 - 1. Single-Component, Modified Polyurethane Waterproofing:

- a. Anti-Hydro International, Inc.; A-H Seamless Membrane.
 - b. Carlisle Corporation, Carlisle Coatings & Waterproofing Div.; CCW-525.
 - c. Cetco; LDC 60.
 - d. Karnak Corporation; One-Kote System.
 - e. Mameco International, Inc.; Vulkem 201.
 - f. T. C. Miradri; Miraseal.
 - g. Neogard, Div. of Jones-Blair; Neogard 7403/7405.
 - h. Pacific Polymers, Inc.; Elasto-Deck B.T.
 - i. Pecora Corporation; Duramem 500.
 - j. Sonneborne, Div. of ChemRex Inc.; HLM 5000.
 - k. Tremco; Tremproof 60.
 - l. United Coatings; Elastall 1000.
2. Two-Component, Modified Polyurethane Waterproofing:
- a. Futura Coatings, Inc., Subsidiary of IPI International, Inc.; Futura-Flex 518.
 - b. Gaco Western Inc.; LM-60.
 - c. Mameco International, Inc.; Vulkem 222.
3. Single-Component, Unmodified Polyurethane Waterproofing:
- a. Neogard, Div. of Jones-Blair; Permagard 7410.
 - b. Mameco International, Inc.; Vulkem 101.
 - c. 3M Construction Markets; Scotch Clad 5893/5864.
4. Two-Component, Unmodified Polyurethane Waterproofing:
- a. Carlisle Corporation, Carlisle Coatings & Waterproofing Div.; CCW 703 Liqueiseal.
 - b. Lyntal International, Inc.; Isoflex 550 SP.
 - c. Mameco International, Inc.; Vulkem 102.
 - d. Stellar-Mark; Pro-Deck 7520.
 - e. 3M Construction Markets; FC 100.
5. Two-Component, Unmodified Latex-Rubber Waterproofing:
- a. W. R. Grace & Co.; Procor.

2.2 WATERPROOFING MATERIALS

- A. General: Provide waterproofing materials recommended by manufacturer to be compatible with one another and able to develop bond to substrate under conditions of service and application, as demonstrated by waterproofing manufacturer based on testing and field experience.
- 1. Produce waterproofing materials suitable for application to vertical, horizontal, and sloped substrates, as applicable.
 - 2. Provide waterproofing materials with not less than 90 percent solids.
- B. Cold Fluid-Applied Waterproofing: Comply with ASTM C 836, with manufacturer's written physical requirements, and as follows:

1. Single-component, modified polyurethane waterproofing.
2. Single-component, unmodified polyurethane waterproofing.
3. Two-component, modified polyurethane waterproofing.
4. Two-component, unmodified polyurethane waterproofing.
5. Two-component, unmodified latex-rubber waterproofing.

2.3 AUXILIARY MATERIALS

- A. Primer: Manufacturer's standard, factory-formulated polyurethane or epoxy primer.
- B. Sheet Flashing: 50-mil minimum, nonstaining uncured sheet neoprene.
 1. Adhesive: Manufacturer's recommended contact adhesive.
- C. Reinforcing Strip: Manufacturer's recommended fiberglass mesh or polyester fabric.
- D. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing, complying with ASTM C 920 Type M, Class 25; Grade NS for sloping and vertical applications or Grade P for deck applications; Use NT exposure; and as recommended by manufacturer for substrate and joint conditions.
 1. Backer Rod: Closed-cell polyethylene foam.
- E. Protection Course: Semirigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between two asphalt-saturated fibrous liners and as follows:
 1. Thickness: 1/8 inch, nominal.
 2. Thickness: 1/8 inch, nominal, for vertical applications; 1/4 inch, nominal, elsewhere.
 3. Adhesive: Rubber-based solvent type recommended by waterproofing manufacturer for type of protection course.
- F. Protection Course: Fan folded, with a core of extruded-polystyrene board insulation sandwiched between 2 sheets of plastic film, nominal thickness 1/4 inch, with compressive strength of 15 psi per ASTM D 1621 and maximum water absorption by volume of 0.15 percent per ASTM C 272.
- G. Protection Course: Fan-folded, rigid, extruded-polystyrene board insulation; unfaced; nominal thickness 1/4 inch.
- H. Protection Course: Unfaced, extruded-polystyrene board insulation; ASTM C 578 Type X, 1/2 inch thick.

2.4 MOLDED-SHEET DRAINAGE PANELS

- A. Molded-Sheet Drainage Panel: Comply with Division 2 Section "Foundation Drainage Systems."
- B. Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Manufactured composite subsurface drainage panels consisting of a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 sieve laminated to 1 side and a polymeric film

bonded to the other side of a 3-dimensional, nonbiodegradable, molded-plastic-sheet drainage core, with a vertical flow rate of 9 to 15 gpm per ft. Retain paragraph below if specifying woven-geotextile-faced drainage panels with minimal description of features.

- C. **Woven-Geotextile-Faced, Molded-Sheet Drainage Panel:** Manufactured composite subsurface drainage panels consisting of a woven-geotextile facing with an apparent opening size not exceeding No. 40 sieve laminated to 1 side of a 3-dimensional, nonbiodegradable, molded-plastic-sheet drainage core, with a horizontal flow rate not less than 2.8 gpm per ft. Delete both paragraphs above and retain paragraph and subparagraphs below if specifying drainage panels in greater detail. Verify performance data if manufacturer's product data is incomplete or if characteristics are reported differently.

- D. **Molded-Sheet Drainage Panel:** Prefabricated, composite drainage panels, manufactured with a permeable geotextile facing laminated to a molded-plastic-sheet drainage core.
 - 1. **Drainage Core:** Three-dimensional, nonbiodegradable, molded-plastic-sheet material designed to effectively drain water under backfill pressure; complying with the following properties determined according to tests indicated:
 - a. Compressive Strength: 15,000 lbf/sq. ft., minimum; ASTM D 1621.
 - b. Flow Rate: 7 gpm per ft., minimum, at hydraulic gradient of 0.05 and compressive stress of 25 psi ; ASTM D 4716.

 - 2. **Geotextile:** Nonwoven needle-punched geotextile, manufactured for subsurface drainage, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with the following properties determined according to AASHTO M 288:
 - a. Survivability: Class 2.
 - b. Apparent Opening Size: No. 60 sieve, maximum.
 - c. Permittivity: 0.2 per second, minimum.

 - 3. **Geotextile:** Woven geotextile fabric, manufactured for subsurface drainage, made from polyolefins or polyesters; with elongation less than 50 percent; complying with the following properties determined according to AASHTO M 288:
 - a. Survivability: Class 2.
 - b. Apparent Opening Size: No. 40 sieve, maximum.
 - c. Permittivity: 0.5 per second, minimum.

 - 4. **Film Backing:** Polymeric film bonded to drainage core surface.

2.5 INSULATION

- A. **Board Insulation:** Extruded-polystyrene board insulation complying with ASTM C 578, with long edges rabbeted; of type, density, and compressive strength indicated below:
 - 1. Type IV, 1.6-lb/cu. ft. minimum density and 25-psi minimum compressive strength.
 - 2. Type VI, 1.8-lb/cu. ft. minimum density and 40-psi minimum compressive strength.
 - 3. Type VII, 2.2-lb/cu. ft. minimum density and 60-psi minimum compressive strength.
 - 4. Type V, 3-lb/cu. ft. minimum density and 100-psi minimum compressive strength.

- B. Insulation Drainage Panels: Extruded-polystyrene board insulation complying with ASTM C 578; fabricated with tongue-and-groove edges and with one side having grooved drainage channels, faced with manufacturer's standard, nonwoven geotextile filter fabric.
 - 1. Type IV, 1.6-lb/cu. ft. minimum density, 25-psi minimum compressive strength.
 - 2. Type VI, 1.8-lb/cu. ft. minimum density and 40-psi minimum compressive strength.
- C. Insulation Drainage Panels: Extruded-polystyrene board insulation complying with ASTM C 578; of type, density, and compressive strength indicated below; fabricated with rabbeted edges and with one side having ribbed drainage channels.
 - 1. Type VI, 1.8-lb/cu. ft. minimum density and 40-psi minimum compressive strength.
 - 2. Type VII, 2.2-lb/cu. ft. minimum density and 60-psi minimum compressive strength.
- D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- E. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Diversifoam Products.
 - 2. Dow Chemical Company (The).
 - 3. Owens Corning.
 - 4. T. Clear Corporation.
 - 5. Tenneco Building Products.

2.6 PLAZA DECK PAVERS

- A. NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.
 - 1. Verify that concrete has cured and aged for minimum time period recommended by waterproofing manufacturer.
 - 2. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean and prepare substrate according to manufacturer's written recommendations. Provide clean, dust-free, and dry substrate for waterproofing application.

- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage or overspray affecting other construction.
- C. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.
- D. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
 - 1. Abrasive blast clean concrete surfaces uniformly to expose top surface of fine aggregate according to ASTM D 4259 with a self-contained, recirculating, blast-cleaning apparatus. Remove material to provide a sound surface free of laitance, glaze, efflorescence, curing compounds, concrete hardeners, or form-release agents. Remove remaining loose material and clean surfaces according to ASTM D 4258.
- E. Remove fins, ridges, and other projections and fill honeycomb, aggregate pockets, and other voids.

3.3 PREPARATION AT TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, and sleeves according to ASTM C 898 and manufacturer's written instructions.
- B. Prime substrate, unless otherwise instructed by waterproofing manufacturer.
- C. Apply a double thickness of waterproofing and embed a joint reinforcing strip in preparation coat when recommended by waterproofing manufacturer.
 - 1. Provide sealant cants around penetrations and at inside corners of deck-to-wall butt joints when recommended by waterproofing manufacturer.

3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C 898 and waterproofing manufacturer's written instructions. Remove dust and dirt from joints and cracks complying with ASTM D 4258 before coating surfaces.
 - 1. Comply with ASTM C 1193 for joint-sealant installation.
 - 2. Apply bond breaker between sealant and preparation strip.
 - 3. Prime substrate and apply a single thickness of preparation strip extending a minimum of 3 inches along each side of joint. Apply a double thickness of waterproofing and embed a joint reinforcing strip in preparation coat.
- B. Install sheet flashing and bond to deck and wall substrates where indicated or required according to waterproofing manufacturer's written instructions.
 - 1. Extend sheet flashings onto perpendicular surfaces and other work penetrating substrate according to ASTM C 898.

3.5 WATERPROOFING APPLICATION

- A. Apply waterproofing according to ASTM C 898 and manufacturer's written instructions.
- B. Start installing waterproofing in presence of manufacturer's technical representative.
- C. Apply primer over prepared substrate.
- D. Mix materials and apply waterproofing by spray, roller, notched squeegee, trowel, or other application method suitable to slope of substrate.
 - 1. Apply one or more coats of waterproofing to obtain a seamless membrane free of entrapped gases, with an average dry film thickness of 60 mils and a minimum dry film thickness of 50 mils at any point.
 - 2. Apply waterproofing to prepared wall terminations and vertical surfaces.
 - 3. Verify wet film thickness of waterproofing every 100 sq. ft.
- E. Install protection course with butted joints over nominally cured membrane before starting subsequent construction operations.
 - 1. Molded-sheet drainage panels may be used in place of a separate protection course to vertical applications when approved by waterproofing manufacturer.

3.6 MOLDED-SHEET DRAINAGE PANEL INSTALLATION

- A. Place and secure molded-sheet drainage panels to substrate according to manufacturer's written instructions. Use adhesives or mechanical fasteners that do not penetrate waterproofing. Lap edges and ends of geotextile fabric to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.
 - 1. For vertical applications, install board insulation used as a protection course before installing drainage panels.

3.7 INSULATION INSTALLATION

- A. Install insulation drainage panels over waterproofed surfaces. Cut and fit to within 3/4 inch of projections and penetrations.
- B. On vertical surfaces, set insulation units in adhesive applied according to manufacturer's written instructions. Use type of adhesive recommended in writing by insulation manufacturer.
- C. On horizontal surfaces, place insulation units unadhered according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

3.8 PLAZA DECK PAVER INSTALLATION

- A. NOT USED

3.9 FIELD QUALITY CONTROL

- A. Flood Testing: Flood test each deck area for leaks, according to recommendations in ASTM D 5957, after completing waterproofing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
 - 1. Flood to an average depth of 2-1/2 inches with a minimum depth of 1 inch and not exceeding a depth of 4 inches. Maintain 2 inches of clearance from top of sheet flashings.
 - 2. Flood each area for 48 hours.
 - 3. After flood testing, repair leaks, repeat flood tests, and make further repairs until waterproofing installation is watertight.
- B. Owner will engage an independent testing agency to observe flood testing and examine underside of decks and terminations for evidence of leaks during flood testing.

3.10 CURING, PROTECTING, AND CLEANING

- A. Cure waterproofing according to manufacturer's written recommendations, taking care to prevent contamination and damage during application stages and curing.
 - 1. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Protect installed insulation drainage panels from damage due to ultraviolet light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07141

SECTION 07210 - BUILDING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Foundation wall insulation (supporting backfill).
 - 2. Concealed building insulation.
 - 3. Exposed building insulation.
 - 4. Loose-fill building insulation.
 - 5. Vapor retarders.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Product test reports.
- C. Research/evaluation reports.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics, by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

PART 2 - PRODUCTS

2.1 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and with referenced standards and, for preformed units, in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 1.60 lb/cu. ft., with maximum flame-spread and smoke-developed indices of 75 and 450, respectively.
- C. Mineral-fiber blanket insulation consisting of fibers manufactured from glass, slag wool, or rock wool:

1. Unfaced Mineral-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
 2. Faced Mineral-Fiber Blanket Insulation: ASTM C 665, Type III, Class A; Category 1, faced with foil-scrim-kraft, foil-scrim, or foil-scrim-polyethylene vapor-retarder membrane on one face.
- D. Perlite Loose-Fill Insulation: ASTM C 549, Type II or Type IV, with a thermal resistance for 4.1- to 7.4-lb/cu. ft. insulation of 3.3 to 2.8 deg F x h x sq. ft/Btu at 75 deg F for 1-inch thickness.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, Producer Members of Perlite Institute Inc.
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the Producer Members of Perlite Institute Inc.

2.2 VAPOR RETARDERS

- A. Fire-Retardant, Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either a nonwoven grid of nylon cord or polyester scrim and weighing not less than 22 lb/1000 sq. ft., with maximum permeance rating of 0.1317 perm, and flame-spread and smoke-developed indices of not more than 5 and 60, respectively.
- B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.3 AUXILIARY INSULATING MATERIALS

- A. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulation and substrates.
- B. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide cross ventilation between insulated attic spaces and vented eaves.

2.4 NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install insulation to comply with insulation manufacturer's written instructions applicable to products and application indicated. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

- B. Install perimeter insulation on vertical surfaces by setting units in adhesive.
 - 1. If not otherwise indicated, extend insulation a minimum of 24 inches below exterior grade line.
 - 2. Protect below-grade insulation on vertical surfaces from damage during backfilling by applying protection board set in adhesive.
- C. Pour granular insulation into cavities indicated to receive insulation, taking care to fill voids completely. Maintain inspection ports to show presence of insulation at extremities of each pour area. Close ports after confirming complete coverage. Limit fall of insulation to one story in height, but not exceeding 20 feet.
- D. Installation of General Building Insulation: Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
 - 1. Seal joints between closed-cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant.
 - 2. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
 - a. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.
 - 3. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:
 - a. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - b. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 4. For wood-framed construction, install mineral-fiber blankets according to ASTM C 1320 and as follows:
 - a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.
 - b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to produce airtight installation after concealing finish material is in place.
 - 5. Place loose-fill insulation into spaces and onto surfaces as shown, either by pouring or by machine blowing to comply with ASTM C 1015. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.
- E. Installation of Vapor Retarders: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

1. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches o.c.
2. Seal overlapping joints in vapor retarders with adhesives or vapor-retarder tape according to vapor-retarder manufacturer's instructions. Seal butt joints and fastener penetrations with vapor-retarder tape. Locate all joints over framing members or other solid substrates.
3. Firmly attach vapor retarders to substrates with mechanical fasteners or adhesives as recommended by vapor-retarder manufacturer.
4. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarder.
5. Repair any tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarder.

END OF SECTION 07210

SECTION 07610 - SHEET METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following custom-fabricated or on-site, roll-formed sheet metal roofing:

- 1. Standing-seam metal roofing.

1.2 PERFORMANCE REQUIREMENTS

- A. Wind-Uplift Resistance: Capable of producing sheet metal roofing assemblies that comply with UL 580 for Class 90 wind-uplift resistance.

- 1. Maintain UL certification of portable roll-forming equipment for duration of sheet metal roofing work.

1.3 SUBMITTALS

- A. Product Data: For each type of underlayment product indicated.
- B. Shop Drawings: Show layouts of sheet metal roofing, including plans, elevations, and keyed references to termination points.
 - 1. Include details for forming, joining, and securing sheet metal roofing, including pattern of seams, termination points, expansion joints, roof penetrations, edge conditions, special conditions, connections to adjoining work, and accessory items.
- C. Coordination Drawings: Drawn to scale and coordinating sheet metal roofing installation with penetrations and roof-mounted items.
- D. Samples: For each exposed finish.
- E. Roll-Forming Equipment Certificate: Issued by UL.
- F. Product test reports.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of sheet metal roofing.
- B. Custom-Fabricated Sheet Metal Roofing Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate sheet metal roofing.

- C. Roll-Formed Sheet Metal Roofing Fabricator Qualifications: An authorized representative of roll-formed sheet metal roofing manufacturer for fabrication and installation of units.
- D. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual."
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution.
 - 1. Build mockup of typical roof eave, including fascia, and soffit; approximately 48 inches square by full thickness, including attachments, underlayment, and accessories.
 - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Preinstallation Conference: Conduct conference at Project site.

1.5 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Installer's Warranty: Specified form in which Roofing Installer agrees to repair or replace components of custom-fabricated sheet metal roofing that fail in materials or workmanship within five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ROOFING SHEET METALS

- A. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
 - 2. Surface: Smooth, flat finish.
 - 3. Thickness: 0.0276 inch, unless otherwise indicated.
 - a. Batten Caps: 0.0276 inch thick.
 - 4. Exposed Finishes:
 - a. High-Performance Organic Finish: Two-coat thermocured system with fluoropolymer coats containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except as modified below:

- 1) Humidity Resistance: 1000 hours.
- 2) Water Resistance: 1000 hours.
- 3) Color: As selected by Engineer from manufacturer's full range.

b. Factory Prime Coating: White or light-colored, factory-applied, baked-on epoxy primer coat.

2.2 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226, Type I (No. 15), asphalt-saturated organic felts.
- B. Slip Sheet: Building paper, minimum 5 lb/100 sq. ft., rosin sized.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 1. Exposed Fasteners: Heads matching color of sheet metal roofing by means of plastic caps or factory-applied coating.
 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- B. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- C. Elastomeric Joint Sealant: ASTM C 920, of base polymer, type, grade, class, and use classifications required to produce joints in sheet metal roofing that will remain weathertight.
- D. Expansion-Joint Sealant: For hooked-type expansion joints, which must be free to move, provide nonsetting, nonhardening, nonmigrating, heavy-bodied polyisobutylene sealant.
- E. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat.

2.4 ACCESSORIES

- A. Sheet Metal Roofing Accessories: Provide components required for a complete sheet metal roofing assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of sheet metal roofing, unless otherwise indicated.
 1. Clips: Minimum 0.0625-inch- thick, stainless-steel panel clips designed to withstand negative-load requirements.
 2. Cleats: Mechanically seamed cleats formed from the following material:
 - a. Metallic-Coated Steel Roofing: 0.0250-inch- thick, stainless-steel or nylon-coated aluminum sheet.

3. Closures: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match sheet metal roofing profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Formed from 0.0179-inch- thick, metallic-coated steel sheet. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent sheet metal roofing.
- C. Gutters: Formed from 0.0179-inch- thick, metallic-coated steel sheet. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, sized according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced 36 inches o.c., fabricated from same metal as gutters. Provide bronze, copper, or aluminum wire ball strainers at outlets. Finish gutters to match sheet metal roofing.
- D. Downspouts: Formed from 0.0179-inch- thick, metallic-coated steel sheet; in 10-foot- long sections, complete with formed elbows and offsets. Finish downspouts to match sheet metal roofing.
- E. Roof Curbs: Fabricated from 0.0478-inch- thick, metallic-coated steel sheet; with welded top box and bottom skirt, and integral full-length cricket. Fabricate curb subframing of minimum 0.0598-inch- thick, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads, of size and height indicated. Finish roof curbs to match sheet metal roofing.

2.5 EQUIPMENT

- A. Portable Roll-Forming Equipment: Manufacturer's standard UL-certified equipment capable of forming sheet metal roofing in profiles indicated.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Berridge Manufacturing Company.
 - b. Fabral, Inc.
 - c. Flexospan Steel Buildings, Inc.
 - d. Metal-Fab Manufacturing, LLC.
 - e. Morin Corporation; a Metecno Group Company.

2.6 FABRICATION

- A. General: Custom fabricate sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design,

dimensions (pan width and seam height), geometry, metal thickness, and other characteristics of installation indicated. Fabricate sheet metal roofing and accessories at the shop to greatest extent possible.

1. Standing-Seam Roofing: Form standing-seam pans with finished seam height of 1-1/2 inches.
 - B. General: Fabricate roll-formed sheet metal roofing panels to comply with details shown and roll-formed sheet metal roofing manufacturer's written instructions.
 - C. Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work. Form exposed sheet metal work to fit substrates without excessive oil canning, buckling, and tool marks, true to line and levels indicated, and with exposed edges folded back to form hems.
 1. Lay out sheet metal roofing so cross seams, when required, are made in direction of flow with higher pans overlapping lower pans. Stagger cross seams.
 2. Fold and cleat eaves and transverse seams in the shop.
 3. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements shown and as required for leakproof construction.
 - D. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturers of dissimilar metals or by fabricator.
 - E. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.
- 2.7 NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install flashings and other sheet metal to comply with requirements specified in Division 7 Section "Sheet Metal Flashing and Trim."

3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment and building-paper slip sheet on roof sheathing under sheet metal roofing. Use adhesive for temporary anchorage. Apply at locations indicated on Drawings, in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- B. Apply slip sheet over underlayment before installing sheet metal roofing.

3.3 INSTALLATION, GENERAL

- A. General: Install sheet metal roofing perpendicular to purlins or supports. Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
1. Field cutting of sheet metal roofing by torch is not permitted.
 2. Rigidly fasten eave end of sheet metal roofing and allow ridge end free movement due to thermal expansion and contraction. Predrill roofing.
 3. Provide metal closures at peaks, rake edges, rake walls, and each side of ridge and hip caps.
 4. Flash and seal sheet metal roofing with weather closures at eaves, rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 5. Locate roofing splices over, but not attached to, structural supports. Stagger roofing splices and end laps to avoid a four-panel lap splice condition.
 6. Lap metal flashing over sheet metal roofing to allow moisture to run over and off the material.
- B. Fasteners: Use fasteners of sizes that will not penetrate completely through substrate.
1. Steel Roofing: Use stainless-steel fasteners.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of dissimilar metals.
1. Coat back side of sheet metal roofing with bituminous coating where roofing will contact wood, ferrous metal, or cementitious construction.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

3.4 CUSTOM-FABRICATED SHEET METAL ROOFING INSTALLATION

- A. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back sheet metal to form a hem on concealed side of exposed edges, unless otherwise indicated.
1. Install cleats to hold sheet metal panels in position. Attach each cleat with two fasteners to prevent rotation.
 2. Nail cleats not more than 12 inches o.c. Bend tabs over nails.

- B. Seal joints as shown and as required for leakproof construction. Provide low-slope transverse seams using cleats where backup of moisture may occur.
 - 1. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- C. Provide expansion cleats in roof panels that exceed 30 feet in length.
- D. Standing-Seam Roofing: Attach standing-seam metal pans to substrate with cleats, double-nailed at 12 inches o.c. Install pans reaching from eave to ridge before moving to adjacent pans. Lock each pan to pan below with transverse seam. Before pans are locked, apply continuous bead of sealant to top flange of lower pan. Crimp standing seams by folding over twice so cleat and pan edges are completely engaged.
 - 1. Loose-lock pans at eave edges to continuous cleats and flanges on back edges of gutters.
 - 2. Leave seams upright after crimping at ridges and hips.

3.5 ON-SITE, ROLL-FORMED SHEET METAL ROOFING INSTALLATION

- A. General: Install on-site, roll-formed sheet metal roofing to comply with sheet metal roofing manufacturer's written instructions for UL wind-uplift class indicated. Provide sheet metal roofing of full length from eave to ridge unless otherwise restricted by shipping limitations.
- B. Standing-Seam Sheet Metal Roofing: Fasten sheet metal roofing to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer.
 - 1. Install clips to supports with self-tapping fasteners.
 - 2. Before panels are joined, apply continuous bead of sealant to top flange of lower panel.
 - 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging field-applied sealant.
 - 4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so cleat, sheet metal roofing, and field-applied sealant are completely engaged.

3.6 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete sheet metal roofing assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 - 2. Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 - 3. Provide elbows at base of downspout to direct water away from building.
 - 4. Tie downspouts to underground drainage system indicated.

3.7 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as sheet metal roofing is installed. On completion of sheet metal roofing installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

END OF SECTION 07610

SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sheet metal flashing and trim for the following:
 - 1. Roof-drainage systems.
 - 2. Exposed trim, gravel stops, and fasciae.
 - 3. Metal flashing.
 - 4. Reglets.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.
- C. Samples: For each exposed finish.

PART 2 - PRODUCTS

2.1 METALS

- A. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft.
- B. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet complying with ASTM A 755, G 90 coating designation, coil coated with high-performance fluoropolymer coating; not less than 0.0336 inch thick.
 - 1. High-Performance Organic Coating: Fluoropolymer two-coat system with fluoropolymer coat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected from manufacturer's full range.
 - 2. Shop Finish, Rain Drainage: Manufacturer's standard baked-on, white-acrylic shop finish on sheet metal rain-drainage units (gutters, downspouts, and similar exposed units); 1.0-mil dry film thickness.

2.2 REGLETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Fry Reglet Corporation.
 - 2. Hickman, W. P. Co.
 - 3. Keystone Flashing Company.
- C. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- D. Masonry Type: With offset top flange for embedment in masonry mortar joint.
- E. Flexible Flashing Retainer: Resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
- F. Counterflashing Wind-Restraint Clips: For installation before counterflashing to prevent wind uplift of counterflashing lower edge.
 - 1. Material: Aluminum, 0.024 inch thick.

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- B. Solder for Stainless Steel: ASTM B 32, Grade Sn60, used with an acid flux of type recommended by stainless-steel sheet manufacturer; use a noncorrosive rosin flux over tinned surfaces.
- C. Stainless-Steel Welding Rods: Type recommended by stainless-steel sheet manufacturer for type of metal sheets furnished.
- D. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- E. Asphalt Mastic: SSPC-Paint 12, solvent-type, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4-mm) dry film thickness per coat.
- F. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- G. Elastomeric Sealant: As recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements specified in Division 7 Section "Joint Sealants ."
- H. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.

- I. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- J. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- K. Gutter Screen: 1/4-inch (6-mm) hardware cloth installed in sheet metal frames. Fabricate screen and frame of same basic material as gutters and downspouts.
- L. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate units to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, material, metal thickness, and other characteristics of item indicated.
- B. Fabricate units that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- E. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but not less than thickness of metal being secured.

- J. Aluminum Extrusion Units: Fabricate with formed or extruded-aluminum joint covers for installation behind main members where possible. Fabricate mitered and welded corner units.

2.5 NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual."
2. Anchor units of Work securely in place, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

- B. Install exposed units that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

- C. Install units to fit substrates and to result in waterproof and weather-resistant performance.

- D. Expansion Provisions: Accommodate thermal expansion of exposed sheet metal. Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.

1. Do not solder aluminum and coil-coated galvanized steel sheet.
2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

- F. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.

1. Use joint adhesive for nonmoving joints specified not to be soldered.

- G. Seams: Install flat-lock seams at nonmoving seams. Tin edges to be seamed, form seams, and solder.

- H. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
1. Bed flanges of Work in thick coat of roofing cement where required for waterproof performance.
- I. Install reglets to receive counterflashing according to the following requirements:
1. Where reglets are shown in masonry, furnish reglets for installation under Division 4 Section "Unit Masonry Assemblies."
- J. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.
- K. Roof-Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.
- L. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- M. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.
- N. Install continuous gutter screens on gutters with noncorrosive fasteners, arranged as hinged units to swing open for cleaning gutters.
- O. Immediately after installation, clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

END OF SECTION 07620

SECTION 07841 - THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes through-penetration firestop systems for the following types of fire-resistance-rated assemblies:
 - 1. Floors.
 - 2. Roofs.
 - 3. Walls and partitions.

1.2 PERFORMANCE REQUIREMENTS

- A. F-Ratings: Provide firestop systems with F-ratings equaling or exceeding fire-resistance rating of constructions penetrated as determined per ASTM E 814.
- B. T-Ratings: Provide firestop systems with T-ratings required, as well as F-ratings, determined per ASTM E 814, where systems protect penetrating items with potential to contact adjacent materials in occupiable floor areas including, but not limited, to the following:
 - 1. Penetrations located outside wall cavities.
 - 2. Penetrations located outside fire-resistive shaft enclosures.
 - 3. Penetrations located in construction containing fire-protection-rated openings.
 - 4. Penetrating items larger than 4-inch- diameter nominal pipe or 16 sq. in. in overall cross-sectional area.
- C. For firestop systems exposed to view, traffic, moisture, and physical damage, provide products that after curing do not deteriorate when exposed to these conditions both during and after construction.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant firestop systems.
 - 2. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved either by installing floor plates or by other means.
 - 3. For penetrations involving insulated piping, provide firestop systems not requiring removal of insulation.
- D. For through-penetration firestop systems exposed to view, provide products with flame-spread indices of less than 25 and smoke-developed indices of less than 450, when tested per ASTM E 84.
- E. Fire-Resistive Joint Sealants: Provide joint sealants with fire-resistance ratings indicated, as determined per ASTM E 119, but not less than that equaling or exceeding the fire-resistance rating of the construction in which the joint occurs.

1.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include details of installation and design designation of testing and inspecting agency acceptable to authorities having jurisdiction that evidences compliance with requirements for each condition indicated.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide rated systems identical to those tested per ASTM E 814 and with products bearing the classification marking of a qualified testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate firestop systems.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The design for through-penetration firestop systems is based on conditions identified on Drawings. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
 - 1. A/D Fire Protection Systems Inc.
 - 2. DAP Inc.
 - 3. Firestop Systems Inc.
 - 4. Hilti Construction Chemicals, Inc.
 - 5. Instant Firestop Mfg. Inc.
 - 6. International Protective Coatings Corp.
 - 7. Isolatek International.
 - 8. Nelson Firestop Products.
 - 9. NUCO Industries.
 - 10. RectorSeal Corporation (The).
 - 11. Specified Technologies Inc.
 - 12. 3M Fire Protection Products.
 - 13. Tremco.
 - 14. United States Gypsum Company.

2.2 FIRESTOP SYSTEMS

- A. Compatibility: Provide firestop systems that are compatible with the substrates forming openings, and with the items, if any, penetrating firestop systems, under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Accessories: Provide accessories required to install fill materials that comply with requirements of tested assemblies, are approved by qualified testing and inspecting agency that performed

testing, and are specified by manufacturer of tested assemblies. Accessories include, but are not limited to, the following:

1. Permanent forming/damming/backing materials.
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
2. Temporary forming materials.
3. Substrate primers.
4. Collars.
5. Steel sleeves.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install through-penetration firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Clean openings immediately before installing firestop systems.
 1. Remove foreign materials that could interfere with adhesion of firestop systems.
 2. Remove laitance and form-release agents from concrete.
 3. Produce clean, sound surfaces capable of developing optimum bond with firestop systems. Remove loose particles remaining from cleaning operation.
- C. Priming: Prime substrates when recommended in writing by firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not spill primers or allow them to migrate onto adjoining surfaces.
- D. Masking Tape: Use masking tape where required to prevent contact of firestopping with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove firestopping smears. Remove tape immediately after installation without disturbing firestopping seal.
- E. Accessories: Install accessories of types required to support fill materials during their application and in the position necessary to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 1. After installing fill materials, remove combustible forming materials and other accessories that are not permanent components of firestop systems.
- F. Install fill materials for firestop systems by proven techniques.

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

G. Identification: Identify firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible. Include the following information on labels:

1. The words: "Warning--Through-Penetration Firestop System--Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Through-penetration firestop system designation of applicable testing and inspecting agency.
4. Date of installation.
5. Firestop system manufacturer's name.
6. Installer's name.

H. Clean excess fill materials adjacent to openings as installation progresses by methods and with cleaning materials that are approved in writing by manufacturers and that do not damage materials in which openings occur.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

1. Notify Owner's inspecting agency at least seven days in advance of firestop system installations; confirm dates and times on days preceding each series of installations.

B. Do not cover up firestop system installations that will become concealed behind other construction until inspecting agency and building inspector, if required by authorities having jurisdiction, have examined each installation.

C. Inspecting agency will state in each report whether inspected firestop systems comply with or deviate from requirements.

D. Enclosing firestop systems with other construction only after inspection reports are issued.

E. Where deficiencies are found, repair or replace firestop systems to comply with requirements.

3.3 NOT USED

END OF SECTION 07841

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sealants for the following:
 - 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces.
 - 2. Exterior joints in horizontal traffic surfaces.
 - 3. Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 4. Interior joints in horizontal traffic surfaces.
- B. See Division 7 Section "Through Penetration Firestop Systems" for sealant joints installed in fire-resistive construction.
- C. See Division 8 Section "Glazing" for glazing sealants.

1.2 SUBMITTALS

- A. Product Data: For each joint sealant product indicated.
- B. Samples: For each joint sealant product indicated.
- C. Sealant compatibility and adhesion test reports.

1.3 QUALITY ASSURANCE

- A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

1.4 WARRANTY

- A. Special Installer's Warranty: Written warranty in which Installer agrees to repair or replace elastomeric joint sealants that do not meet requirements specified in this Section or fail in adhesion within specified warranty period two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturers full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants, General: ASTM C 920.

2.4 SOLVENT-RELEASE JOINT SEALANTS

- A. Butyl-Rubber-Based Solvent-Release Joint Sealant: ASTM C 1085.
 1. Products:
 - a. Bostik Inc.; Bostik 300.
 - b. H.B. Fuller Company; PTI 707.
 - c. NUCO Industries, Inc.; NuFlex 232.
 - d. Pecora Corporation; BC-158.
 - e. Polymeric Systems, Inc.; PSI-301.
 - f. Sonneborn Building Products Div., ChemRex, Inc.; Sonneborn Multi-Purpose Sealant.
 - g. Tremco; Tremco Butyl Sealant.

2.5 LATEX JOINT SEALANTS

- A. Latex Sealant: ASTM C 834.
 1. Products:
 - a. Bostik Inc.; Chem-Calk 600.
 - b. NUCO Industries, Inc.; NuFlex 330.
 - c. Ohio Sealants, Inc.; LC 160 All Purpose Acrylic Caulk.
 - d. Pecora Corporation; AC-20.
 - e. Polymeric Systems, Inc.; PSI-701.
 - f. Sonneborn Building Products Div., ChemRex, Inc.; Sonolac.
 - g. Tremco; Tremflex 834.

2.6 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products:

- a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
- b. USG Corp., United States Gypsum Co.; SHEETROCK Acoustical Sealant.

- B. Acoustical Sealant for Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission.

1. Products:

- a. Ohio Sealants, Inc.; Pro-Series SC-170 Rubber Base Sound Sealant.
- b. Pecora Corporation; BA-98.
- c. Tremco; Tremco Acoustical Sealant.

2.7 NOT USED

2.8 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Type: C (closed-cell material with a surface skin).

- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.

- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.9 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues could interfere with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- D. Sealant Installation: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- E. Acoustical Sealant Installation: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- F. Install sealant backings to support sealants during application and at position required to produce optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

- G. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- H. Place sealants so they directly contact and fully wet joint substrates.
 - 1. Completely fill recesses provided for each joint configuration.
 - 2. Produce uniform, cross-sectional shapes and depths that allow optimum sealant movement capability.
- I. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Joint Configuration: Concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- J. Installation of Preformed Silicone-Sealant System:
 - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 - 2. Complete installation of horizontal joints before installing vertical joints. Lap vertical joints over horizontal joints. At end of joints, cut silicone extrusion with a razor knife.
- K. Clean excess sealants or sealant smears adjacent to joints as installation progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 07920

SECTION 08110 - STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes steel and stainless-steel door and frames.

1.2 SUBMITTALS

- A. Product Data: For each product indicated. Include door designation, type, level and model, material description, label compliance, fire-resistance ratings, and finishes.
- B. Door Schedule. Use same reference designations indicated on Drawings.

1.3 QUALITY ASSURANCE

- A. Steel Door and Frame Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products one of the following:
 1. Amweld Building Products, Inc.
 2. Benchmark Commercial Doors; a division of General Products Co., Inc.
 3. Ceco Door Products; a United Dominion Company.
 4. Copco Door Co.
 5. Curries Company.
 6. Deansteel Manufacturing, Inc.
 7. Kewanee Corporation (The).
 8. Mesker Door, Inc.
 9. Pioneer Industries Inc.
 10. Republic Builders Products.
 11. Steelcraft; a division of Ingersoll-Rand.

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 569, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Cold-Rolled Steel Sheets: ASTM A 366, Commercial Steel (CS), or ASTM A 620, Drawing Steel (DS), Type B; stretcher-leveled standard of flatness.
- C. Metallic-Coated Steel Sheets: ASTM A 653, Commercial Steel (CS), Type B, with an A40 zinc-iron-alloy (galvannealed) coating; stretcher-leveled standard of flatness.
- D. Stainless-Steel Sheets: Commercial-quality stainless steel, complying with ASTM A 480, stretcher-leveled standard of flatness.

2.3 DOORS

- A. Interior Doors: Complying with ANSI 250.8 for level and model and ANSI A250.4 for physical-endurance level indicated.
 - 1. Level 2 and Physical Performance Level B, Model 1 (Full Flush).
- B. Exterior Doors: Complying with ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level indicated.
 - 1. Level 3 and Physical Performance Level A, Model 1 (Full Flush).
- C. Stainless-Steel Doors: Fabricate stainless-steel doors of 2 outer stainless-steel sheets not less than 0.0500 inch thick, permanently and continuously bonded or welded to rigid internal steel core. Construct doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges, except around glazed or louvered panel inserts. Provide No. 4 finish on exposed surfaces with vertical grain direction, unless otherwise shown.
 - 1. Provide internal core constructed of stretcher-leveled steel sheets not less than 0.0478 inch thick, vertically reinforced with steel sheet sections not less than 0.0478 inch thick, spaced 6 inches o.c., extended full door height, and spot welded to both face sheets at not more than 5 inches o.c.

Continuous truss-form reinforcement of 0.0149-inch thick steel sheet may be provided in lieu of spaced steel sections. Spot weld truss-form reinforcement 3 inches o.c. vertically and horizontally over entire surface on both sides.

- 2. Reinforce tops and bottoms of doors with 0.0478 inch thick horizontal steel channels, spot welded maximum 6 inches o.c. to core faces. For exterior doors, close bottom edge with galvanized steel sheet 16 inch thick closing channel and top edge with same thickness galvanized steel filler channel so webs of channels are flush with bottom and top edges. Seal joints in top edges of doors against water penetration.

2.4 FRAMES

- A. General: ANSI A250.8; conceal fastenings, unless otherwise indicated.
- B. Frame Steel Sheet Thickness:
 - 1. 0.054-inch for openings wider than 48 inches and for level 2 steel doors.
 - 2. 0.067-inch for level 3 steel doors.
- C. Door Silencers: Three silencers on single-door frames and two silencers on double-door frames.
- D. Plaster Guards: 0.016-inch- thick, steel sheet plaster guards or mortar boxes to close off interior of openings.
- E. Supports and Anchors: Not less than 0.042-inch- thick zinc-coated steel sheet.
 - 1. Masonry Wall Anchors: 0.177-inch- diameter, steel wire complying with ASTM A 510 may be used in place of steel sheet.
- F. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Zinc-coat items that are to be built into exterior walls according to ASTM A 153, Class C or Das applicable.
- G. Stainless-Steel Frames: Provide stainless-steel frames wherever stainless steel doors are indicated.

2.5 FABRICATION

- A. General: Fabricate steel door and frame units to comply with ANSI A250.8 free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant.
- B. Exterior Doors: Fabricate doors, panels, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053-inch- thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
- C. Interior Door Faces: Fabricate exposed faces of doors from cold-rolled steel sheet.
- D. Core Construction: Manufacturer's standard core construction that produces a door complying with SDI standards.
- E. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between pairs of doors. Not more than 3/4 inch at bottom.

Clearances for Fire-Rated Doors: As required by NFPA 80.

Door-Edge Profile: Beveled edge.
- H. Tolerances: Comply with SDI 117.

- I. Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A1 15 Series specifications for door and frame preparation for hardware.
- J. Frame Construction:
 - 1. Fabricate frames with mitered or coped and continuously welded corners and seamless face joints. Provide temporary spreader bars.
 - 2. Fabricate knock-down frames with mitered or coped corners, for field assembly.
 - 3. Provide terminated stops where indicated.
- K. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- L. Locate hardware as indicated or, if not indicated, according to ANSI A250.8.
- M. Glazing Stops: Manufacturer's standard, formed from 0.032-inch- thick steel sheet.
 - 1. Provide nonremovable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
 - 2. Provide screw-applied, removable, glazing stops on inside of glass, louvers, and other panels in doors.
- N. Astragals: As required by NFPA 80 to provide fire ratings indicated.

2.6 FINISHES

- A. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.
- B. Stainless-Steel Finish: Grind and polish surfaces to produce uniform, directional, textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Placing Frames: Comply with provisions in SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
 - 1. Wall Anchors: Provide at least three anchors per jamb. For openings 90 inches or more in height, install an additional anchor at and strike jambs.
 - 2. Gypsum Board Partitions: For in-place partitions, install knock-down, drywall slip-on frames.
 - 3. Fire-Rated Frames: Install according to 80.

- B. Door Installation: Comply with ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.
 - 1. Fire-Rated Doors: Install within clearances specified in NFPA 80.
 - 2. Smoke Control Doors: Install to comply with NFPA 105.
- C. After installation, remove protective wrappings from doors and frames and touch up prime coat with compatible air-drying primer.

END OF SECTION 08110

SECTION 08311 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Access doors and frames.
 - 2. Fire-rated access doors and frames.
- B. See Division 8 Section "Door Hardware" for mortise or rim cylinder locks and master keying.

1.2 SUBMITTALS

- A. Product Data: For each type of access door indicated.
- B. Coordination Drawings: Drawn to scale and coordinating access door and frame installation with ceiling support, ceiling-mounted items, and concealed Work above ceiling.
- C. Samples: For each exposed finish.
- D. Schedule: Door and frame schedule, including types, general locations, sizes, construction details, latching or locking provisions, and other data pertinent to installation.

1.3 QUALITY ASSURANCE

- A. Fire-Rated Access Doors and Frames: Units complying with NFPA 80 and that are labeled and listed by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction per test method indicated.
 - 1. Vertical Access Doors: ASTM E152.
 - 2. Horizontal Access Doors and Frames: ASTM E 119..
- B. Size and Location Verification: Determine specific locations and sizes for access doors needed to gain access to concealed equipment, and indicate on schedule.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plates, Shapes, Bars: ASTM A 36.
 - 1. Hot-Dip Galvanized Steel: Coat to comply with ASTM A 123 for steel and iron products and ASTM A 153 and iron hardware.

B. Steel Sheet:

1. Electrolytic Zinc Coated: ASTM A 591, Commercial Steel (CS), with Class C coating and phosphate treatment to prepare surface for painting.
2. Metallic Coated: ASTM A 653, Commercial Steel (CS), Type B, with A60 zinc-iron-alloy (galvannealed) coating or G60 mill-phosphatized zinc coating; stretcher-leveled standard of flatness.

C. Paint:

1. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664; selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide sound foundation for field-applied topcoats despite prolonged exposure.
2. Shop Primer for Metallic-Coated Steel: Organic zinc-rich primer complying with SSPC-Paint 20 and compatible with topcoat.
3. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

2.2 ACCESS DOORS AND FRAMES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Acudor Products, Inc.
2. Bar-Co, Inc. Div.; Alfab, Inc.
3. Cendrex, Inc.
4. Cesco Products.
5. Elmdor/Stoneman; Div. of Acom Engineering Co.
6. Jensen Industries.
7. J. L. Industries, Inc.
8. Karp Associates, Inc.
9. Larsen's Manufacturing Company.
10. MIFAB Manufacturing, Inc.
11. Milcor Limited Partnership.
12. Nystrom Building Products Co.
13. Precision Plumbing Products, Inc.
14. Williams Bros. Corporation of America (The).

C. Flush, Insulated, Fire-Rated Access Doors and Trimless Frames:

1. Material: Prime-painted steel sheet.
2. Surface Type: Masonry.
3. Locations: Walls and ceilings.
4. Fire..Resistance Rating: 3/4hour.
5. Temperature-Rise Rating: 250 deg Fat the end of 30minutes.

6. Door: Flush panel with core of mineral-fiber insulation enclosed in sheet metal with a minimum thickness of 0.036 inch.
7. Frame: Minimum 0.060-inch- thick sheet metal.
8. Hinges: Concealed pin or Continuous piano hinge.
9. Automatic Closer: Spring type.
10. Latch: Self-latching bolt operated by key operated cylinder lock with interior release.
11. Lock: Key-operated cylinder lock with interior release.

D. Flush Access Doors and Trimless Frames:

1. Material: Prime-painted steel sheet.
2. Surface Type: Masonry.
3. Locations: Walls and ceilings.
4. Door: Minimum 0.060-inch- thick sheet metal, set flush with surrounding finish surfaces.
5. Frame: Minimum 0.060-inch- thick sheet metal with bead for type of surface indicated.
6. Hinges: Spring-loaded concealed pin or Continuous piano hinge.
7. Latch: Screwdriver-operated cam latch.
8. Lock: Key-operated cylinder lock.

2.3 NOT USED

2.4 FABRICATION

- A. Latching Mechanisms: Furnish number required to hold doors in flush, smooth plane when closed.
1. For cylinder lock, furnish two keys per lock and key all locks alike.
 2. For doors with latches released by and locks operated by mortise cylinders, prepare access doors for cylinders specified in Division 8 Section "Door Hardware."

PART 3 -EXECUTION

3.1 INSTALLATION

- A. Advise installers of other work about specific requirements relating to access door and floor door installation, including sizes of openings to receive access door and frame, as well as locations of supports, inserts, and anchoring devices.
- B. Set frames accurately in position and attach securely to supports with plane of face panels aligned with adjacent finish surfaces.
- C. Install access doors with trimless frames flush adjacent finish surfaces or recessed to receive finish material.

Adjust doors and hardware after installation for proper operation.

END OF SECTION **08311**

SECTION 08331 - OVERHEAD COILING DOORS

PART I -GENERAL

1.1 SUMMARY

- A. This Section includes the following types of overhead coiling doors:
 - 1. Insulated service doors.
- B. See Division 8 Section "Door Hardware" for lock cylinders and keying.
- C. Division 16 Sections for electrical service, connections, disconnects, and circuit breakers for powered operators, and accessories.

1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide overhead coiling doors capable of withstanding the effects of gravity loads and the following loads and stresses without evidencing permanent deformation of door components:
 - 1. Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft, acting inward and outward.
- B. Operational Life: Design components to operate for not less than 20,000 cycles.
 - 1. Operation Cycle: One complete cycle begins with door in closed position. Door is then moved to open position and back to closed position.
 - 2. Include tamperproof cycle counter.

1.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details of installation, and attachments to other Work.
 - 1. Verify openings by field measurements before fabrication and indicate measurements on Shop Drawings.
- C. Samples: For each exposed finish.

PART 2 -PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpine Overhead Doors, Inc.
 - 2. Atlas Door Corp.; Div. of Clopay Building Products Co.
 - 3. Cookson Company (The).
 - 4. Cornell Iron Works Inc.
 - 5. Dynamic Closures LTD.
 - 6. Mahon Door Corp.
 - 7. McKean Rolling Steel Door Company, Inc.
 - 8. Overhead Door Corporation.
 - 9. Pacific Rolling Door Co.
 - 10. Raynor Garage Doors.
 - 11. Roll-Lite Door Corp.; Div. of Clopay Building Products Co.
 - 12. Southwestern Steel Rolling Door Co.
 - 13. Wayne-Dalton Corp.
 - 14. Windsor Door; a United Dominion Company.

2.2 DOOR CURTAIN AND CONSTRUCTION

- A. Door Curtain: Interlocking slats in continuous length for width of door. Unless otherwise indicated, slats of material thickness recommended by door manufacturer for performance, size, and type of door indicated.
 - 1. Steel Door Curtain Slats: Structural-quality, cold-rolled galvanized steel sheets, ASTM A 653, with G90 zinc coating.
 - 2. Slat Type: S-configuration.
 - 3. Insulation: Fill slat with rigid cellular polystyrene or polyurethane-foam-type thermal insulation with maximum flame-spread and smoke-developed indices of 75 and 450, respectively, according to ASTM E 84. Enclose insulation completely within metal slat faces.
 - a. Inside Curtain Slat Face: Match material of outside metal curtain slat.
- B. Endlocks, General: Locate locks on every other curtain slat for curtain alignment and resistance against lateral movement.
 - 1. Service Door Endlocks: Malleable-iron castings galvanized after fabrication, and secured to curtain slats with galvanized rivets, or high-strength nylon.
- C. Windlocks: Malleable-iron castings secured to curtain slats with galvanized rivets or high-strength nylon, as required to comply with wind load.

- D. Bottom Bar: Continuous channel or tubular shape, in material matching curtain slats.
 - 1. Astragal: Replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene, that is cushion bumper for interior door.
- E. Curtain Jamb Guides: Steel angles, or channels and angles, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading.
 - 1. Service Doors: Build up units with not less than 3/16-inch- thick, galvanized steel sections complying with ASTM A 36, and ASTM A 123. Slot bolt holes for guide adjustment. Prevent overtravel of curtain with removable stops on guides and hold windlocks with continuous bar.

2.3 HOODS AND ACCESSORIES

- A. Hood: Form to enclose coiled curtain and operating mechanism at opening head and act as weatherseal. Contour to suit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Provide closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting projecting beyond wall face. Provide intermediate support brackets as required to prevent sag.
 - 1. Steel-Door Hoods: Fabricate from not less than 0.028-inch thick, hot-dip galvanized steel sheet that matches slat material.
 - 2. Shape: Round or Square.
- B. Integral Frame, Hood, and Fascia: Welded assemblies.
 - 1. Steel-Door Hoods: Fabricate of not less than 0.064-inch- thick, hot-dip galvanized steel sheet that matches slat material.
- C. Weatherseals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets fitted to bottom and at top of exterior doors, unless otherwise indicated. At door head, use 1/8-inch- thick, replaceable, continuous sheet secured to inside of curtain coil hood.
 - 1. Jamb Seals: Replaceable, adjustable, continuous, flexible, 1/8-inch- thick seals of flexible vinyl, rubber, or neoprene at door jambs for weathertight installation.
- D. Push/Pull Handles: For push-up-operated or emergency-operated doors, provide galvanized steel lifting handles on each side of door.
 - 1. Provide pull-down straps or pole hooks for doors more than 84 inches high.
- E. Slide Bolt: Fabricate with side locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
- F. Fabricate locking device assembly with lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bar to engage through slots in tracks.
 - 1. Locking Bars: Single-jamb side.
 - a. Operation: From inside only.

2. Lock Cylinder: As specified in Division 8 Section "Door Hardware.

G. Chain Lock Keeper: Suitable for padlock.

H. Counterbalancing Mechanism: Adjustable, oil-tempered, heat-treated steel helical torsion springs mounted around structural carbon-steel pipe, and contained in barrel of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than _____ of span under full load; with grease-sealed bearings or self-lubricating graphite bearings.

1. Mounting Brackets: Cast-iron or cold-rolled steel plate with bell-mouth guide groove for curtain.

I. Manual Door Operator: Push up; lift or pull for door operation not exceeding 25 lbf with chain hoist backup.

2.4 FINISHES

A. Galvanized-Steel Finish: Manufacturer's standard thermoset finish.

1. Color and Gloss: As selected from manufacturer's full range.

PART 3 -EXECUTION

3.1 INSTALLATION

A. General: Install door and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports.

1. Fire-Rated Doors: Install to comply with NFPA 80.

B. Lubricate bearings and sliding parts; adjust doors to operate easily, free from warp, twist, or distortion and fitting weathertight for entire perimeter.

END OF SECTION 08331

SECTION 08410 -ALUMINUM ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Exterior entrance systems.
 - 2. Interior and exterior storefront window systems.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide systems, including anchorage, capable of withstanding loads and thermal and structural movements indicated without failure when supporting full dead loads and without framing members transferring stresses to glazing.
- B. Structural-Silicone-Sealant Joints: Less than 20-psi tensile and shear stress in joints.
- C Structural Performance: Provide systems, including anchorage, capable of withstanding loads indicated.
 - 1. Deflection Normal to Glazing Plane: Limited to 1/175 of clear span or 3/4 inch, whichever is smaller.
 - 2. Deflection Parallel to Glazing Plane: When carrying full dead load, not to exceed amount that reduces glazing bite below 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.
- D. Structural Testing: ASTM E 330 at 150 percent of inward and outward wind-load design pressures for duration required by design wind velocity without system evidencing material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.
- E. Air Infiltration: Limited to 0.06 cfm/sq. ft. of system surface area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft.
- F. Water Penetration: No water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of inward acting wind-load design pressure but not less than 6.24 lbf/sq. ft.
- G. Temperature Change (Range): Accommodate 120 deg F ambient and 180 deg F material surfaces.

Condensation Resistance Factor Not than 45 per AAMA 1503.1.
- I. Average Thermal Conductance (U-Value): Not more than 0.63 Btu/sq. x h x deg F per AAMA 1503.1.

1.3 SUBMITTALS

- A. Product Data: For each system indicated.
- B. Shop Drawings: Include plans, elevations, sections, details of installation and attachments to other Work.
 - 1. Prepare data based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
 - 2. For entrance systems, include hardware schedule and locations.
- C. Samples: For each exposed finish and for each color required.
- D. Sealant test reports.
- E. Product test reports.

1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.2, "Structural Welding Code--Aluminum."

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace systems that fail in materials and workmanship within two years from date of Substantial Completion. Failure includes, but is not limited to the following:
 - 1. Structural failures including, but not limited to, excessive deflection.
 - 2. Adhesive or cohesive sealant failures.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Failure of operating components to function normally.
 - 5. Water leakage through fixed glazing and frame areas.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

Basis-of-Design Product: Subject to compliance with requirements, provide a product by one of the following:

- 1. Arch Amarlite.

2. Butler Manufacturing Company; Vistawall Architectural Products.
3. CMI Architectural Products, Inc.
4. Commercial Architectural Products, Inc.
5. EFCO Corporation.
6. International Aluminum Corporation; U.S. Aluminum.
7. Kawneer Company, Inc.
8. Pittco Architectural Metals, Inc.
9. Tajima Corporation.
10. Tubelite Architectural Systems.
11. WCI Company; Waltek.
12. YKKAP America Inc.

2.2 MATERIALS

- A. Aluminum: ASTM B 209 sheet; ASTM B 221 extrusions.
- B. Glazing: Specified in Division 8 Section "Glazing."
- C. Glazing Gaskets: Pressure-glazing system of black, resilient glazing gaskets with sealed corners, setting blocks, and shims or spacers.
- D. Structural-Sealant-Glazing System:
 1. Spacers, Setting Blocks, Gaskets, and Bond Breakers: Permanent, non-migrating types in hardness recommended in writing by manufacturer, and compatible with sealant.
 2. Structural Silicone Sealant: ASTM C 1184, recommended in writing by sealant and system manufacturers for application indicated, and compatible with system components with which it comes in contact.
 - a. Color: As selected from manufacturer's full range.
 - b. Tensile Strength: 100 psi minimum.
 - c. Modulus of Elasticity: Allows maximum movement of 25 percent of joint width, unless less movement is required by system design.
 3. Secondary Sealant (Weatherseal): ASTM C 920, compatible with structural silicone sealant and other system components with which it comes in contact, and accommodates 50 percent increase or decrease in joint width at the time of application when tested according to ASTM C 719.
 - a. Color: As selected from manufacturer's full range.

4. Insulation..Glass Glazing: Use neutral-cure silicone sealants with insulating-glass units.

E. Gaskets, Sealants, and Joint Fillers:

1. For joints within framing system, as recommended in writing by manufacturer for joint type indicated.
2. For joints at perimeter systems as specified in Division 7 Section "Joint Sealants."

F. Bituminous Paint: SSPC-Paint 12, except containing no asbestos, cold-applied asphalt mastic paint formulated for 30-mil thickness per coat.

2.3 COMPONENTS

A. Doors: 1-3/4-inch- thick glazed doors with minimum 0.125-inch- thick, extruded tubular rail and stile members, mechanically fastened comers with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods, and with snap-on extruded-aluminum glazing stops and preformed gaskets.

1. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.

- a. Stile Design: Wide, 4 inch maximum width.

2. Hardware: As specified in Division 8 door hardware Section.

B. Fasteners, Flashings, and Accessories: Compatible with adjacent materials, corrosion-resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.

2.4 FABRICATION

A. Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system.

1. Frame Construction: Screw-spline or Shear-block.

B. Fabricate components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.

C. Doors and Door Framing: Reinforce to support imposed loads and for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.

D. Factory assemble framing and components to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.5 **ALUMINUM FINISHES**

A. Color Anodic Finish: Class I, **AAMA** 606.1 or **AAMA** 608.1.

1. Color: As selected from full range of industry colors and densities.

PART 3 - EXECUTION

INSTALLATION

- A. Isolate metal surfaces in contact with incompatible metal or corrosive substrates, including wood, by painting contact surfaces with bituminous paint or primer or by applying sealant or tape recommended by manufacturer.
- B. Install components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.
- C. Install glazing to comply with requirements of Division 8 Section "Glazing."
 - 1. Mechanically fasten glazing in place until structural sealant is cured.
 - 2. Install secondary sealant (weatherseal) to produce weatherproof joints.
 - 3. Remove excess sealant before sealant has cured.
- D. Install sealants at system perimeter to comply with requirements of Division 7 Section "Joint Sealants."
- E. Install framing components true in alignment with established lines and grades to the following tolerances:
 - 1. Variation from Plane: Limit to 1/8 inch in 12 feet; 1/4 inch over total length.
 - 2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch. For surfaces meeting at corners, limit offset to 1/32 inch.
 - 3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.
- F. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 08410

SECTION 08710 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide labor, materials, information, and equipment necessary for furnishing the finish hardware materials, exclusive of installation to the respective trades and job site as required and as specified in this Section and shown in the Drawings.
- B. The following specifications are a guide and description of the quality materials required. No material of quality or weight less than that outlined in this specification will be accepted. The supplier of finish hardware will be responsible for supplying the correct quantity of all material, whether or not specifically mentioned in this specification. Any additional items that may be required shall be furnished and be of a type, quality, and utility consistent with other hardware specified.
- C. Related work specified elsewhere:
 - 1. Access Doors
 - 2. Folding Partitions
 - 3. Toilet Partitions
 - 4. Special Door Systems
 - 5. Electrical Wiring installation

1.3 SUBMITTALS

- A. Base bid must be on those manufacturers's products listed in this specification. Any request to bid other manufacturers products must be submitted in writing to the Engineer, 14 days prior to bid due date, along with all applicable manufacturers documentation to support the proposed equivalency. The Engineer will be the sole judge of acceptability.
- B. Manufacturer's Data, Finish Hardware: Submit manufacturer's data for each item of finish hardware to the Engineer. Include whatever information may be necessary to show compliance with requirements.
- C. Hardware Schedule, Finish Hardware: Submit EIGHT (8) copies of the Hardware Schedule based on finish hardware requirements as indicated (including drawings, schedules, and specifications) to the General Contractor for submission to the Engineer. Schedule may be organized in a horizontal or vertical schedule indicating complete designation of every item required for each door or opening. Opening numbers shall be the same as used in the contract documents.

1. Furnish schedule at the earliest possible date, in order to facilitate the fabrication of other work relying on the specifics of finish hardware being supplied, which may be critical in the Project Construction Schedule. Submit supplementary or revised hardware schedules if deemed necessary by the Engineer. Do not provide template information or deliver any items of hardware to the job site prior to review and acceptance of the hardware schedule by the Engineer.

1.4 QUALITY ASSURANCE

- A. Supplier: As a mandatory requirement, all hardware shall be furnished by an established Builders' hardware firm who is a regular authorized distributor for the products proposed to be furnished and who is able to provide proof of such authorization upon request. The supplier shall have in its employment an experienced hardware consultant who is a member of the American Society of Architectural Hardware Consultants, who will directly supervise this project and will be available at reasonable times during the course of the Work, for project hardware consultation.
- B. Fire Rated Openings: Provide hardware for fire rated openings in compliance with NFPA Standard Number 80 and UBC Standard 43-2. Provide only hardware which has been tested and listed by UL, FM, or WH and is acceptable to the authority having jurisdiction for the types and sizes of doors required and complies with the requirements of the door and door frame labels.
- C. The intent of the hardware specification is to specify the hardware for doors and to establish a type and standard of quality; however, it shall be the finish hardware supplier's responsibility for thoroughly reviewing existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified. The finish hardware supplier shall be responsible for providing proper hardware for openings and all proper fasteners to provide for their best possible installation, regardless of whether they are listed or not.
- D. Before submitting a Proposal, each bidder for the finish hardware shall examine the drawings and satisfy himself as to the kind of building construction. Each bidder shall check the hardware for each door, as listed in the Door Schedule against the Schedule of Hardware by Sets, shown on the drawings and contained in these specifications, and any apparent discrepancies shall be called to the attention of the Engineer, at least fourteen (14) days prior to the date and time set to receive bids.
- E. Finish hardware shall be in accordance with the applicable State Building Codes. A bidder of finish hardware shall notify the Engineer of items he believes to be contrary to applicable codes, laws, statutes, and regulations at least fourteen (14) days prior to the date and time set to receive bids.

1.5 PRODUCTS DELIVERY, STORAGE, AND HANDLING

- A. The General Contractor shall provide for secure lock-up for hardware delivered to the project, but not yet installed. Control the handling and installation of hardware items which are not immediately replaceable, so that the completion of the Work shall not be delayed by hardware losses, both before and after installation. Store hardware in a clean, dry, secure room until ready for installation.

- B. Delivery: Deliver hardware to job site in one shipment. Prior to delivery at the job site, each item of finish hardware shall be individually packaged and clearly identified by manufacturer, product number, quantity, door number, and item number on the hardware schedule. No bulk packaging and marking of hardware items will be allowed. Drop shipments from manufacturers to the job site will not be permitted.

1.6 JOB COORDINATION

- A. Coordination: Coordinate hardware with other work. Include basic installation instructions in each package. Furnish hardware items of proper design for use on door and frames of the thickness, profile, swing, security, and similar requirements indicated, as necessary for proper installation and function. Deliver individually packaged hardware items at the times and to the locations (shop or field) for installation, as directed by the Contractor.
- B. Templates: Furnish hardware templates to each fabricator of doors, frames, and other work to be factory or shop prepared for the installation of hardware. Indicate by transmittal that a copy of applicable data has been distributed to the installer, and all other fabricators, vendors, or trades that require such information. Check the approved shop drawings of such other work to confirm that adequate provisions will be made for the installation of hardware.
- B. After finish hardware has been installed and prior to acceptance by the Owner, the hardware supplier shall check all items for proper operation, make necessary adjustments.
- C. All wire and conduit to be installed by Division 16 as required by access control system and electrified products.

PART 2 - PRODUCTS

2.1 HARDWARE MATERIALS AND FABRICATION

- A. Produce hardware units of the basic metal indicated, using the manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser quality than specified for the applicable hardware units. Do not substitute "optional" materials for those indicated except as otherwise noted.
- B. Form the base metal into the required shapes and sizes by the method indicated (cast, wrought, forged, rolled, pressed, etc.) or, if not indicated, by the method used by the specified manufacturer for each product type.
- C. Fasteners: Conform to published templates, generally prepared for machine screw installation.
- D. Furnish screws for installation of each hardware item. Provide Phillips head screws where available unless specified otherwise. Finish exposed screws to match the hardware finish or, if exposed in surfaces of other work, to match the finish of such other work as closely as possible, except as otherwise indicated.

Provide concealed _____ for hardware units which are exposed when the door is closed, except to the extent that no standard manufactured units _____ type specified are available

concealed fasteners. Use of through bolts with grommet nuts or sex bolts and machine screws are acceptable in only those cases provided for specifically in this specification.

- F. Provide fasteners which are compatible with both the unit fastened and the substrata and which will not cause corrosion or deterioration of hardware, base material, or fastener.
- G. Tools and Maintenance, Instructions for Maintenance: The installer of finish hardware is to retain a complete set of specialized tools, installation and maintenance instructions as included in the finish hardware packaging and provide same to the Owner for Owner's continued adjustment, maintenance, removal and replacement of finish hardware.

2.2 HARDWARE FINISHES

- A. Match the finish of every hardware unit at each door or opening, to the greatest extent possible, except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. Match items to the manufacturer's standard finish for the latch and lockset (or push-pull units if no latch-lock sets) for color and texture.
 - 1. The Engineer will be the sole judge of whether hardware units match the accepted samples and match each other satisfactorily.
 - 2. Provide finishes which match those established by BHMA. If none established, match shall be to the Engineer's samples or standard in the absence of samples.
 - 3. Provide quality of finish including thickness of plating or coating, composition, hardness, and other qualities complying with the specified manufacturer's standards.
 - 4. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze, and aluminum, except as otherwise indicated.
 - 5. Continuous hinges and closers for aluminum doors shall be powder coated white to match door and frame per Engineer's approval. Submit color sample.
- B. Hardware finishes shall be as follows unless specified in hardware sets.

1.	Hinges	US26D/626, 630, 628,714
1.	Locks	US26D/626
2.	Closers	ALUM.
3.	Stops	US26D/626 or US32D
4.	Holders	US26D/626 or US32D
5.	Door Releases	US26D/626
6.	Exit Devices	US26D/626
7.	Push/Pulls	US32D/630 OR 626
8.	Bolts	US26D/626
9.	Thresholds	ALUMINUM
10.	Weatherstrip	MFG STANDARD

2.3 MANUFACTURERS AND PRODUCTS

- A. Manufacturers:

- Numbers given in the Schedule of Hardware Sets are of the following manufacturers.

	MFG. SPECIFIED	ACCEPTABLE SUBSTITUTIONS
Hinges	MONTHARD	STANLEY, HAGER
Locks	BEST ACCESS SYSTEMS	SCHLAGE, CORBIN RUSSWIN
Stops	ROCKWOOD	GLYNN-JOHNSON, TRIMCO,
Holdings	GLYNN-JOHNSON	SARGENT, ABH
Door Releases	LCN	RIXSON, SARGENT
Exit Devices	VONDUPRIN	
Pulls	ROCKWOOD	FORMS & SURFACE
Bolts	GLYNN-JOHNSON	ROCKWOOD, IVES
Thresholds	NATIONAL GUARD	PEMKO, DURABLE PRODUCTS
Weatherstrip	NATIONAL GUARD	PEMKO, DURABLE PRODUCTS
Plates	ROCKWOOD	TRIMCO, BALDWIN
Closers	LCN	
Cylinders	BEST	
Auto-Operators	LCN	

B. Butt Hinges:

- All hinges shall be five-knuckle, ball bearing construction. Size, Weight, base material and finish shall be as specified in hardware sets. Hinges for exterior outswing doors shall have non-removable pin feature (NRP).
- Doors, 5'0" or less in height, shall have two (2) butt hinges. Provide one (1) additional butt hinge for each 2'6" or fraction thereof in height over 5'0". Dutch doors are to have two (2) butt hinges for each leaf. Butt hinges shall have leaves of sufficient width to clear all trim.

C. Continuous Hinges:

I. Furnish pin and barrel type continuous with templated hole pattern. Geared hinges not acceptable.

D. Locksets:

- All locksets shall be mortise or cylindrical type as indicated and be the product of one manufacturer. The hardware supplier must be an authorized stocking distributor of the lock proposed to be furnished, and must be able to provide written proof of this if requested. Lock bodies and lock trim shall be by the same manufacturer. Backset on all knob locks and dead locks shall be 2 3/4". All deadlocks shall be located 48" from floor to center line of strike, have a 1" throw bolt, and be equipped with armored fronts. Locksets furnished on pairs of fire label doors to have 3/4" latchbolt as required by NFPA 101, NFPA 80. Knobs on doors that are required to have textured surfaces shall be knurled (MILLED) at the factory.
- All mortise locksets shall be supplied with fronts 8 x 1 1/4 adjustable to 1/8" in 2" with 2 3/4" backset and be of heavy duty construction with wrought cases, minimum case thickness of 12 GA. LATCHBOLTS SHALL BE ANTI-FRICTION STAINLESS STEEL. Full latch retraction with 30 degree lever depression locksets utilizing deadbolts

shall be supplied with a minimum of 1" throw deadbolt. All mortise locks shall be supplied with wrought box strikes. ALL MORTISE LOCKS SHALL BE FIELD REVERSIBLE WITHOUT DISASSEMBLING THE LOCK CASE.

3. Furnish removable core cylinders for locksets.

E. Keying and Cylinders:

1. All locksets shall be keyed to existing Best Access System 7 pin removable core system. Supplier to provide temporary construction cores as may be required to maintain project security. Supplier shall provide temporary cores of each type required for each lockset and exit device for proper performance and alignment of hardware with doors and frames. The construction cores will be changed out by the owner upon completion and replaced with permanently keyed cores purchased by the owner. Construction cores will be returned by the owner to the manufacturer.

F. Exit Devices:

1. All exit devices shall be the product of one manufacturer and must be listed under panic hardware in the accident equipment list of the Underwriter's Laboratories.
2. All trim for exit devices shall be thru bolted to the lock style case. All working trim shall be supplied with pull or lever operation. Where required, all exit devices are to be approved by Underwriter's Laboratories as Fire Exit Hardware.
3. Touch bar type shall have quiet return, deadlocking latchbolt, stainless steel touch pads. Furnish breakaway lever trim (where levers are specified) that allows lever to break away and drop into an inactive position when abused. Reset lever to its operating position by a simple uplift motion.

G. Door Closers:

1. All door closers shall be the product of one manufacturer and shall be listed in the B.H.M.A. Directory of Certified Door Closers as meeting the requirements of A.N.S.I. 156.4, 1986, series 2000 Grade 1 and be certified as meeting performance test PT4C for sizes 1 through 6.
2. All door closers shall have adjustable spring tension, which will provide for all door closers to be adjustable to B.H.M.A. sizes 1 through 6 with additional adjustment available to increase closing power an additional 50% for all sizes. All door closers are to be provided with independent valve controls to control closing speed, latching speed, backcheck, and delayed action when required.
3. All door closers are to be provided with full covers manufactured from high impact resistant plastic and shall be self extinguishing.
4. All door closers, both regular and parallel arm, are to be capable of allowing a 180 degree door opening.
5. Door closer bodies shall be heavy duty cast iron, full rack and pinion. Parallel arm closers shall incorporate one piece solid forged steel arms with bronze bushings. All other closers to have forged steel main arms for strength and durability.
6. Furnish powder coated finish for closer body, arm cover and adapter.
7. Install closer inside building, stairs and rooms.
8. Provide installation accessories as required.

9. Furnish Heavy duty arms at exterior locations.
10. Pressure relief valves not acceptable.

H. Flush Bolts and Coordinators:

1. Provide flushbolts and coordinators, as indicated in hardware schedule or as required by code. All coordinators shall include proper brackets to allow for the mounting of all necessary hardware, including filler plates, for such items as surface mounted door closers and exit device latches.

I. Door Stops, Door Stop & Holders:

1. All doors to have door stops or door holders of the type indicated in the Schedule of Hardware by Sets. Provide door stops wherever necessary to prevent door or hardware from striking any adjacent partition or obstruction. Wall stops take precedence and floor stops shall not be used unless necessary. All stops to be supplied with the proper fasteners for the material to which they are supplied for maximum stability and minimum maintenance. All door stops and holders required to be mounted on concrete floor or masonry walls shall have machine screws and lead expansion shields. If floor stops must be used, and the floor surface is to be carpeted, provide 1/2" spacers.

J. Holders:

1. Overhead door holders and shock absorber shall be applied to top rail of door and shall not project more than 1 1/8". Case shall be extruded bronze alloy, with an encased shock absorber and hold open action that automatically engages and releases door. Sliding member in channel shall have accessible adjustment screw to regulate hold open tension.
2. Door release units shall be wall mounted or closer type as indicated in Hardware Sets. Releases shall be activated by fire alarm system. Conceal all wiring. Attach wall type strikes to door by means of thru-bolts. Wiring and transformers are to be furnished and installed by others.

K. Push and Pull:

1. Push and pull plates shall be 0.050 minimum thickness stainless steel finished as indicated in finishes section of this specification.

L. Protective Plates:

1. Kick, armor, and mop plates shall be the height listed in the Schedule of Hardware by Sets, and a width 2" less than single door with or 1" less than width of each leaf on pairs of doors. Plates shall be .050 minimum thickness, beveled on three sides, stainless steel, with 630 finish. Furnish appropriate fasteners. Adhesive not acceptable.

M. Thresholds

1. Supply aluminum thresholds where scheduled, with machine screws and lead expansion shields, and return cut end feature.

N. Power Operators

1. All electrical powered operators shall include the following features or functions:
 - a. When an obstruction or resistance to the opening swing is encountered, the operator will pause at that point, then attempt to continue opening the door. If the obstruction or resistance remains, the operator will again pause the door.
 - a. Easily accessible main power and maintain hold open switches will be provided on the operator.
 - b. An electronically controlled clutch to provide adjustable opening force.
 - c. A microprocessor to control all motor and clutch functions.
 - d. An on-board power supply capable of delivering both 12V and 24V outputs up to a maximum of 1.0 ampere combined load.
 - e. All input and output power wiring shall be protected by slow blow fuses. These fuses shall be easily replaceable without special tools or component replacement.
 - f. Provisions in the control box or module shall provide (inputs and outputs) for; electric strike delay, auxiliary contacts, sequential operation, fire alarms systems, actuators, swing side sensors, stop side sensors.
 - g. A microprocessor to control all motor and clutch functions.

2. Installation

- a. Installation shall be in accordance "with the templates and installation instructions packaged with the closers at the time of manufacture. All electrical connections shall be made in accordance with the manufacturers recommendations.
- b. If unfamiliar with products furnished, consult factory representative prior to installation .

PART 3 - EXECUTION

A. Installation

1. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Custom Steel Door and Frames^o by the Door and Hardware Institute, except as specifically indicated if required to comply with the governing regulations and except as directed by the Engineer.
2. Install each hardware item in compliance with the manufacturers instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or refinished in any way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division 9 section. Do not install surface mounted items until finishes have been completed on the substrate.
3. Set unit level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
4. Hardware supplier to furnish both wiring diagram and riser diagram showing locations of all electrical hardware that is part of the access control system.
5. Access control system provider shall terminate power assist, card access system, monitor devices and electronic exit devices at each opening. Electrical contractor shall bring necessary gage wire and conduit to each opening equipment location as specified in wiring

and riser diagrams.

6. There shall be a pre-installation meeting with the hardware installer and representatives of the exit devices, closers, locksets and access control to advise installer of manufacturer's recommended method if installation.
7. Mount overhead holders/stops prior to door closers.

B. Adjust and Clean:

1. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
2. Clean adjacent surfaces soiled by hardware installation.

C. Final Adjustment:

1. Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
2. Instruct owners personnel in the proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware. Provide and present to owners personnel all "special" tools required for the proper maintenance and adjustment of operating hardware.
- 3.

D. Schedule of Finish Hardware

1. Legend of listed manufacturers

BE	Best Access System	HI	Hirsch
MO	Mont-Hard	GJ	Glynn Johnson
LC	LCN Closers	MA	Markar Products
NA	National Guard Products	RO	Rockwood
SC	Schlage Lock Corp.	VD	VonDuprin
AL	Altronix	YU	Yuasa
TE	Telkee		

B. The last column of letters in the schedule refers to the manufacturer's abbreviation listed above.

Hardware sets to match door and hardware schedule on Architectural drawings.

SECTION 08800 - GLAZING

PART 1 -GENERAL

1.1 SUMMARY

- A. This Section includes glazing for the following products and applications:

1. Storefront framing and Window systems.

1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

- B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - 1) Load Duration: 60 seconds or less.
 - b. Minimum Glass Thickness for Exterior Lites: Not less than %.-inch.
 - c. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.

- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from a maximum change (range) of 120 deg F, 180 deg F in ambient and surface temperatures, respectively, acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:

1. For lites, are based on units with lites %.-inch
2. For laminated-glass lites, properties are based on of constructionma1ca1tea.

3. For insulating-glass units, properties are based on units with lites 1/4-inch thick and a nominal 1/2-inch-wide interspace.
4. Center-of-Glass U-Values: NFRC 100 methodology using LBL-35298 WINDOW 4.1 computer program, expressed as Btu/ sq. ft. x h x deg F.
5. Center-of-Glass Solar Heat Gain Coefficient: NFRC 200 methodology using LBL-35298 WINDOW 4.1 computer program.
6. Solar Optical Properties: NFRC 300.

1.3 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: 12-inch-square, for each type of glass product indicated, other than monolithic clear float glass.
- C. Glazing Schedule: Use same designations indicated on Drawings.
- D. Sealant compatibility and adhesion test reports.

1.4 QUALITY ASSURANCE

- A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSIZ97.1.
- C. Glazing Publications: Comply with recommendations of the following, unless more stringent requirements are indicated.
 1. GANA Publications: "Glazing Manual."
 2. SIGMA Publications: SIGMA TM-3000, "Vertical Glazing Guidelines."
- D. Insulating-Glass Certification Program: Permanently marked with certification label of Insulating Glass Certification Council or Associated Laboratories, Inc or National Accreditation and Management Institute.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form, made out to Owner and signed by manufacturer, in which manufacturer agrees to furnish replacements for units that deteriorate from normal use by developing defects attributable to the manufacturing process, f.o.b. the nearest shipping point to Project site, within warranty period.
 1. Coated Glass:
 - a. Defects: Peeling, cracking, other indications of degradation metallic coating.

- b. Warranty Period: 5 years from date of Substantial Completion.
2. Insulating Glass:
- a. Deterioration: Failure of hermetic seal resulting in obstruction of vision by dust, moisture, or film on interior surfaces of glass.
 - b. Warranty Period: 10 years from date of Substantial Completion.

PART 2-PRODUCTS

2.1 MANUFACTURERS

- A. In other articles including schedules where subparagraph titles below introduce lists, the following requirements apply for product selection:
- 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

2.2 GLASS MATERIALS

- A. Insulating-Glass Units: Preassembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in the Insulating-Glass Schedule at the end of Part 3.
- 1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in "Performance Requirements" Article. Provide Kind FT (fully tempered) where safety glass is indicated.
 - 2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated in the Insulating-Glass Schedule at the end of Part 3 are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
 - 3. Sealing System: Dual seal with manufacturers standard primary and secondary sealants.
 - 4. Spacer: Manufacturer's standard.
 - 5. Comer Construction: Manufacturer's standard.
 - 6. Overall Unit Thickness and Thickness of Each Lite: I-inch and Y.t-inch.
 - 7. Interspace Content: Argon.

2.3 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
- 1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 - 2. Colors of Exposed Sealants: As selected from manufacturer's full range of standard colors for products of type indicated.

- B. Elastomeric Glazing Sealants: ASTM C 920, Type S (single component), Grade NS (nonsag), Class 12-1/2, Use NT (nontraffic), and as applicable to glazing substrates indicated, 0.
- C. Cylindrical Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.4 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - 1. Available Products: Subject to compliance with requirements, glazing tape that may be incorporated into the work include, but is not limited to, the following:
 - a. Back-Bedding Mastic Glazing Tape with Spacer Rod:
 - 1) PTI 303 Glazing Tape (with shim), Protective Treatments, Inc.
 - 2) Pre-shimmed TREMCO 440 Tape, TREMCO, Inc.
 - 3) PTI 606 Architectural Sealant Tape, Protective Treatments, Inc.

2.5 GLAZING GASKETS

- A. Compression Gaskets: Molded or extruded gaskets of type and material indicated below and of profile and hardness required to maintain watertight seal:
 - 1. Neoprene or EPDM dense compression gaskets complying with ASTM C 846.
 - 2. Silicone dense compression gaskets complying with ASTM C 1115.
 - 3. Neoprene or EPDM or Silicone soft compression gaskets complying with ASTM C 509, Type II, black.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant and otherwise produce optimum glazing sealant performance.

2.7 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
 - 1. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
 - 2. Protect glass edges from damage during handling and installation. Remove glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance from Project site and legally dispose of off Project site.
 - 3. Apply primers to joint surfaces where required for adhesion of sealants, as determined by sealant compatibility and adhesion testing.
 - 4. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
 - 5. Provide spacers for glass lites where the length plus width is larger than 50 inches unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances.
- B. Protection:
 - 1. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface.
 - 2. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter.
- C. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged, including natural causes, accidents, and vandalism, during construction period.

3.2 INSULATING-GLASS SCHEDULE

- A. Uncoated Insulating Glass IG-[#]:
 - 1. Available Products:
 - a. 1-inch PPG Sungate 100 (2) Low-E Insulating Glass.
 - 2. Overall Unit Thickness and Thickness of Each Lite: and Y.i-inch.
 - 3. Interspace Content: Argon.
 - 4. Indoor Float glass, Class 1 (clear) float glass.

5. Outdoor Lite: Float glass, Class 1 (clear), Kind HS (heat strengthened), Condition C (other coated glass).
6. Visible Light Transmittance: 73%.
7. Winter Nighttime U-Value: 0.31.
8. Summer Daytime U-Value: 0.32.
9. Shading Coefficient: 0.59.
10. Outdoor Visible Reflectance: 12%.
11. Low-Emissivity Coating: Pyrolytic on second surface.

END OF SECTION 08800

SECTION 09250

GYPSUM BOARD ASSEMBLIES

09250.01 GYSPUM BOARD

- A. Drywall shall be Georgia Pacific G-P Gypsum, United States Gypsum, Celotex Gold Bond or equal of sizes and types specified herein.
- B. Drywall shall be Type W-R, Water-Resistant, 5/8" complying with ASTM C 630 and Federal Specifications SS-L-30D.
- C. Attach 5/8" drywall ceiling panels to bottom chord of Pre-fabricated wood roof trusses with 1-5/8" Type S-12 Bugle Head Screws @ 12" o.c.
- D. Install 5/8" L-Shaped galvanized steel trim at all junctures of drywall ceiling panels to concrete masonry unit walls. Leave 1/8" gap between vertical leg of L-trim and drywall for expansion.
- E. All joints shall be taped, filled and finished smooth ready for painting. Fill all screw heads, holes and depressions with tape cement and sand smooth.

END OF SECTION 09250

SECTION 10431 - SIGNS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Panel signs.
2. Cast-metal plaques.
3. Signage accessories.

1.2 SUBMITTALS

A. Product Data: For each product indicated.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.

1. Verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings.
2. Provide message list for each sign, including large-scale details of wording, lettering, artwork, and braille layout.

C. Samples: For each sign material indicated that involves color selection.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 PANEL SIGNS

- A. General: Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.
- B. Manufacturers:
 - 1. Allenite Signs; Allen Marking Products, Inc.
 - 2. American Graphics Inc.
 - 3. Andco Industries Corp.
 - 4. APCO Graphics, Inc.
 - 5. ASI Sign Systems, Inc.
 - 6. Best Manufacturing Co.
 - 7. Grimco, Inc.
 - 8. Innerface Sign Systems, Inc.
 - 9. Kaltech Industries Group, Inc.
 - 10. Mills Manufacturing, Inc.
 - 11. Mohawk Sign Systems.
 - 12. Seton Identification Products.
 - 13. Signature Signs, Inc.
 - 14. Supersine Company (The).
- C. Cast-Acrylic Sheet: Manufacturer's standard and as follows:
 - 1. Color: As selected from manufacturer's full range.
- D. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of 5005-H15.
- E. Unframed Panel Signs: Fabricate signs with edges mechanically and smoothly finished to comply with the following requirements:
 - 1. Edge Condition: Square cut.
 - 2. Corner Condition: Square.
- F. Brackets: Fabricate brackets and fittings for bracket-mounted signs from extruded aluminum to suit panel sign construction and mounting conditions indicated. Factory-paint brackets in color matching background color of panel sign.
- G. Graphic Content and Style: Provide sign copy that complies with requirements indicated on Drawings for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.
- H. Changeable Message Inserts: Fabricate signs to allow insertion of changeable messages in the form of slide-in inserts.
- I. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI A117.1. Text shall be accompanied by Grade 2 braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.
 - 1. Panel Material: Opaque acrylic sheet.

2. Raised-Copy Thickness: Not less than 1/32 inch.

J. Subsurface Copy: Apply minimum 4-mil-thick vinyl copy to back face of clear acrylic sheet forming panel face to produce precisely formed opaque image. Image shall be free from rough edges.

K. Colored Coatings for Acrylic Sheet: For copy and background and frame colors, provide Pantone Matching System (PMS) colored coatings, including inks and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are nonfading for application intended.

2.3 CAST-METAL PLAQUES

A. General: Provide castings free from pits, scale, sand holes, and other defects. Comply with requirements specified for metal, border style, background texture, and finish and in required thickness, size, shape, and copy.

B. Manufacturers:

1. A.R.K. Ramos.
2. American Graphics Inc.
3. Gemini Incorporated.
4. Matthews International Corporation; Bronze Division.
5. Metal Arts; Div. of L&H Mfg.
6. Mills Manufacturing, Inc.
7. Southwell Co. (The).
8. York Bronze/Bryan.

C. Bronze Castings: ASTM B 584, alloy UNS No. C83600 (No. 1 manganese bronze).

D. Border Style: None (straight), polished edge.

E. Background Texture: Manufacturer's standard pebble texture.

F. Mounting: Concealed studs for substrates encountered.

2.4 ACCESSORIES

A. Mounting Methods: Use concealed fasteners or double-sided vinyl tape fabricated from materials that are not corrosive to sign material and mounting surface.

B. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.5 COPPER-ALLOY FINISHES

- A. Cast-Bronze Plaque Finishes: Exposed surfaces free from porosity, burrs, and rough spots; with returns finished with fine-grain air blast.
 - 1. Raised Areas: Hand-tool and buff borders and raised copy to produce manufacturer's standard satin finish.
 - 2. Background Finish: Dark oxidized.
- B. Clear Protective Coating: Coat exposed surfaces of copper alloys with manufacturer's standard clear organic coating specially designed for coating copper-alloy products.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
 - 2. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches of sign without encountering protruding objects or standing within swing of door.
- B. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:
 - 1. Vinyl-Tape Mounting: Use double-sided foam tape to mount signs to smooth, nonporous surfaces. Do not use this method for vinyl-covered or rough surfaces.
 - 2. Shim Plate Mounting: Provide 1/8-inch- thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other mounting methods are not practicable. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach panel signs to plate using method specified above.
 - 3. Mechanical Fasteners: Use non-removable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.
- C. Bracket-Mounted Units: Provide manufacturer's standard brackets, fittings, and hardware as appropriate for mounting signs that project at right angles from walls and ceilings. Attach brackets and fittings securely to walls and ceilings with concealed fasteners and anchoring devices to comply with manufacturer's written instructions.
- D. Cast-Metal Plaques: Mount plaques using standard fastening methods recommended in writing by manufacturer for type of wall surface indicated.
 - 1. Concealed Mounting: Mount plaques by inserting threaded studs into tapped lugs on back of plaque. Set in predrilled holes filled with quick-setting cement.

END OF SECTION 10431

SECTION 10520 - FIRE-PROTECTION SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes portable fire extinguishers.

1.2 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire-protection specialties.
 - 1. Fire Extinguishers: Include rating and classification.

1.3 QUALITY ASSURANCE

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Standard for Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 PORTABLE FIRE EXTINGUISHERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. J. L. Industries, Inc.
 - 2. Larsen's Manufacturing Company.
- C. General: Provide fire extinguishers for each location indicated.
 - 1. Mounting Brackets: Manufacturer's standard steel, designed to secure extinguisher indicated and with plated or baked-enamel finish.
 - a. Provide brackets for extinguishers.
 - 2. Identification: Lettering to comply with authorities having jurisdiction for letter style, color, size, spacing, and location. Locate as directed by Engineer.

- a. Identify bracket-mounted extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to wall surface.
- D. Multipurpose Dry-Chemical Type: UL-rated 20-A:120-B:C, 20-lb nominal capacity, in enameled-steel container.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine fire extinguishers for proper charging and tagging. Remove and replace damaged, defective, or undercharged units.
- B. Install in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
 - 1. Fasten mounting brackets to structure, square and plumb.

END OF SECTION 10520

COMBINED SEWER OVERFLOW
PHASE II
MAYSVILLE UTILITY COMMISSION
MASON COUNTY, KENTUCKY
PROJECT # 442

SECTION 15000

MECHANICAL SYSTEMS

15000.01 GENERAL

- A. The Heating and Ventilating (HV) Contractor will perform all work in accordance with local and state codes. Obtain all necessary approvals and pay for all necessary permits and fees. Install equipment and materials per manufacturer's recommendations. The Heating and Ventilating System is designed in accordance with the 2013 Kentucky Building Code, the 2012 International Mechanical Code, and the 2012 International Energy Conservation Code.
- B. The installation of the Heating and Ventilating System shall be by a Licensed Kentucky Master HV Contractor.

15000.02 SHOP DRAWINGS

- A. Submit four sets of shop drawings to WHITTAKER 2 for all major pieces of equipment including, but not limited to systems, Electric Unit Heaters, fresh air intake louver, controls, and exhaust fan showing compliance with applicable Codes.

15000.03 CONTROLS

- A. Provide all necessary components including wiring, transformers, relays, control devices and all other necessary accessories as required to control the Heating and Ventilating Systems as follows:
 - a. Exhaust fan shall be activated by both thermostat, and manual override switches.
 - b. Exhaust Fan must be thermostatically controlled so that if ambient temperature exceeds 80° F the Exhaust Fan will be activated. Thermostats shall be adjustable.
 - c. Electric Unit Heaters shall be thermostatically controlled so that if ambient temperature drops below 50° F the Heaters will operate until ambient temperature reaches 65° F.

15000.04 ELECTRIC UNIT HEATERS

- A. Electric Unit Heaters shall be Modine Model HEX5-208360-050 providing 5 kw heating capacity, 17,050 BTUH input capacity with maximum air flow of 500 CFM. Electrical shall be 208 volts, 3 phase, 60 HZ, 5 kw. Electrical Unit Heaters shall be rated for hazardous locations. Factory installed options shall include:
 - a. Disconnect Switch
 - b. 3-way switch: On/ Off/ Fan Only

- c. Pilot Light
- d. Thermostat

15000.05 EXHAUST FAN

- A. Exhaust Fan shall be Industrial Air, Inc. Model 033 direct drive panel Venturi fan, size 027, Model 033-027-6143 providing 4,341 CFM exhaust at 0.25" static pressure with 1,150 RPM direct drive panel fan. Exhaust fan shall have automatic operating rain-proof, galvanized steel shutter that opens automatically when fan is activated.
- B. Exhaust fan must exhaust to the outside.

15000.06 FRESH AIR LOUVER

- A. Intake air louver shall be American Warming and Ventilating, Inc. Model LF-21, galvanized steel, 36" X 48", fixed, rain-proof louver with 5.21 S.F. of free area, 4,400 CFM minimum @ 1,025 fpm.

15000.07 JOB RESPONSIBILITIES

- A. HV Contractor shall furnish and install electric unit heaters, exhaust fan & louver, and intake air louver. Electrical Contractor shall make all electrical connections to all Heating and Ventilating Systems.

15000.08 ROOF AND WALL PENETRATIONS

- A. HV Contractor shall be responsible for all necessary structural supports, and flashings. HV Contractor shall coordinate wall penetrations with Concrete Masonry Unit Contractor.

15000.09 COORDINATE

- A. The HV Contractor shall coordinate installation of HV Systems with Electrical and Finish Contractors so that Building Structure, lighting fixtures, ceiling and walls do not conflict.

15000.10 SYSTEM COMMISSIONING

- A. All HV Systems shall be started and operated through all cycles by the HV Contractor in the presence of the Owner and WHITAKER 2. The HV Contractor shall provide the Owner complete verbal and written instructions on the operation and maintenance of all HV Systems.

15000.11 WARRANTY

- A. HV Contractor shall completely warrant and guarantee all materials and equipment to be free from defects or faulty workmanship for a period of two years from the date of acceptance. Provide all labor and materials required to fulfill the requirements of the guarantee at no cost to the Owner or WHITAKER 2.

END OF SECTION 15000

SECTION 16010

BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 CONTRACTOR'S UNDERSTANDING

- A. CONTRACTORS bidding work under this Contract shall read and understand the General and Special Conditions of these specifications. If any discrepancies are discovered between the Basic Electrical Requirements and General, the above mentioned documents shall overrule this section. The Basic Electrical Requirements are intended as a supplement to the above mentioned documents.
- B. The CONTRACTOR shall bid as outlined in the above mentioned Specifications and shall be governed by any alternates or unit prices called for in the Form of Proposal.
- C. Each CONTRACTOR bidding on the work included in these Specifications shall view the building site and carefully examine the Contract Drawings and Specifications, so that he/she may fully understand what is to be done.

1.2 SCOPE

- A. Work included in this section of the Specifications includes_ the furnishing of all labor, material, tools, excavation, backfill and other equipment necessary to install the electrical system as shown on the Contract Drawings and as specified herein.
- B. It also includes installation and connection of all electrical utilization equipment included in this Contract but furnished by other CONTRACTORS or suppliers.
- C. It is the general intent that all motors shall be furnished with the particular object of equipment it drives, except where a new motor is to be provided for an item of existing equipment (a replacement motor), then it shall be provided under this division of the Specifications.
- D. The CONTRACTOR shall furnish and install all conduit, wire, disconnect switches and miscellaneous material to make all electrical connections to all motors and all other items of utilization equipment or wiring devices except as otherwise specified.
- E. Equipment connections shall be made with flexible or rigid conduit as required. Controllers for motors, disconnect switches, and all control, protective and signal devices for motor circuits, except where such apparatus is furnished mounted and connected integrally with the motor driven equipment, shall be installed, connected and left in operating condition. The number and of conductors between motors

and control or protective apparatus shall be as required to obtain the type of operation described in these Specifications and/or by the Contract Drawings and/or as shown in manufacturer furnished, ENGINEER-reviewed shop Drawings.

- F. Where control diagrams are not shown on the Contract Drawings, they are to be provided by the supplier of the equipment served and such diagrams shall be adhered to except as herein modified.
- G. The following is a list of items that may not be defined clearly on the Contract Drawings or in other parts of these Specifications. The list is meant to be an aid to the CONTRACTOR and is not necessarily a complete list of all work to be performed under this Contract:
 - 1. Connect all motors and accessories furnished by equipment suppliers.
 - 2. Furnish, install, and connect all electrical conduit, duct and cables.
 - 3. Furnish, install, and connect all power distribution equipment.
 - 4. Furnish, install and connect lighting, indoor and outdoor.

1.3 SHOP DRAWINGS, DESCRIPTIVE LITERATURE, INSTALLATION, OPERATION AND MAINTENANCE (IOM) INFORMATION, AND CONDUIT ROUTE DRAWINGS

- A. Shop drawings including descriptive literature and/or installation, operation and maintenance instructions shall be submitted as specified in the General and Special Conditions of this specification.
- B. Shop drawings will be required on the following materials specified in this division:
 - 1. Conduit - all types and sizes, including liquidtight flexible.
 - 2. Boxes - all types and sizes.
 - 3. Coal tar epoxy paint.
 - 4. Metal framing system (Unistrut type channel).
 - 5. Conduit fittings, expansion joints, support hardware.
 - 6. Motor control equipment

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7. Power distribution equipment
8. Wire - all types and sizes.
9. Wire markers, signs and labels.
10. Light fixtures
11. Lightning/transient suppressors
12. Motors

1.4 SYMBOLS AND ABBREVIATIONS

- A. The symbols and abbreviations generally follow standard electrical and architectural practice; however, exceptions to this shall be as shown on the Contract Drawings.

1.5 COORDINATION OF WORK WITH OTHER TRADES

- A. The CONTRACTOR shall coordinate the electrical work with that of other trades to ensure proper final location of all electrical equipment and/or connections.

1.6 CODES

- A. The minimum standard for all work shall be the latest revision of the Kentucky Building Code (KBC), and the National Electrical Code (NEC). Whenever and wherever state laws and/or regulations and/or the ENGINEER'S design require a higher standard than the current NEC or KBC, then these laws and/or regulations and/or the design shall be followed.
- B. Following is a list of applicable Standards or Codes:

Organization/Code/Standard	Abbreviated Title
1. Kentucky Building Code	KBC
2. National Electrical Code	NEC
3. National Electrical Safety Code	NESC
4. Underwriters Laboratories, Inc.	UL
5. Factory Mutual System	FM
6. National Fire Protection Association	NFPA
7. National Electrical Manufacturers Association	NEMA
8. Occupational Safety and Health Administration	OSHA
9. Insulated Cable Engineers Association, Inc.	ICEA
10. Illuminating Engineering Society of North America	IES
11. Instrument Society of America	ISA
12. Institute of Electrical and Electronic Engineers, Inc.	IEEE
13. Certified Ballast Manufacturers Association	CBM
14. American National Standards Institute, Inc.	ANSI
15. Anti-Friction Bearing Manufacturers Association, Inc.	AFBMA
16. Joint Industry Council	JIC

17. American Society of Heating, Refrigerating
and Air Conditioning Engineers, Inc.

ASHRAE

1.7 INSPECTION AND PERMITS

- A. Inspection of the electrical system is required. If the local government has appointed a state licensed inspector, the CONTRACTOR shall be required to use that person to perform the inspections. If a local inspector does not exist, the CONTRACTOR shall select a state licensed inspector and shall submit the person's name and credentials to the ENGINEER for review prior to any inspections.
- B. At the time of completion of the project, there shall be furnished to the OWNER a certificate of compliance in 3 copies, from the inspection agency having jurisdiction pursuant to all electrical work performed.
- C. All costs incurred by the CONTRACTOR to execute the above mentioned requirements shall be paid by the CONTRACTOR at no extra cost to the OWNER.
- D. All permits necessary for the complete electrical system shall be obtained by the CONTRACTOR from the authorities governing such work. The cost of all permits shall be borne by the CONTRACTOR.

1.8 STORAGE

- A. All work, equipment, and materials shall be protected against dirt, water, or other injury during the period of construction.
- B. Sensitive electrical equipment such as motor starters, controls, and panelboards, delivered to the job site, shall be protected against injury or corrosion due to atmospheric conditions or physical damage by other means. Protection is interpreted to mean that equipment shall be stored under roof, in a structure properly heated in cold weather and ventilated in hot weather. Provision shall be made to control the humidity in the storage area to 50 percent relative. The stored equipment shall be inspected periodically, and if it is found that the protection is inadequate, further protective measures shall be employed. Electrical equipment other than boxes and conduit shall not be installed until the structure is under roof with doors and windows installed.
- C. No light fixtures or device plates shall be hung or installed until after painting is completed; however, temporary lighting shall be provided by the CONTRACTOR.

1.9 MATERIALS

- A. All materials used shall be new and at least meet the minimum standards as established by the NEC and/or National Electrical Manufacturers Association (NEMA). All materials shall be UL listed for the application, where a listing exists.
- B. The material and equipment described herein has been specified according to a particular trade name or make to set quality standards. However, each CONTRACTOR has the right to substitute other material and equipment in lieu of that specified, other than those specifically mentioned as matching or for standardization, providing such material and equipment meets all of the requirements of those specified and is accepted, in writing by the ENGINEER.
- C. The reuse of salvaged electrical equipment and/or wiring will not be permitted.

1.10 ERRORS, CORRECTIONS AND/OR OMISSIONS

- A. Should a piece of electrically driven equipment be supplied of a different size or horsepower than shown on the Contract Drawings, the CONTRACTOR shall be responsible for installing the proper size wiring, conduit, starters, circuit breakers, etc., for proper operation of that unit and the complete electrical system at no extra cost to the OWNER.
- B. It is the intent of these Specifications to provide for an electrical system installation complete in every respect, to operate in the manner and under conditions as shown in these Specifications and on the Contract Drawings. The CONTRACTOR shall notify the ENGINEER, in writing, of any omission or error prior to opening of bids. In the event of the CONTRACTOR'S failure to give such notice, he/she shall be required to correct work and/or furnish items omitted without additional cost. Further requirements on this subject may be found in the General and Special Conditions.
- C. Necessary changes or revisions in electrical work to meet any code or power company requirements shall be made by the CONTRACTOR without additional charge.

1.11 GUARANTEE AND WARRANTIES

- A. The CONTRACTOR shall guarantee all work including equipment, materials, and workmanship. This guarantee shall be against all defects of any of the above and shall run for a period of 1 year from the date of acceptance of the work, concurrent with the one year guarantee period designated for the general construction contract under which electrical work is performed. Date of acceptance shall be considered to be the date on which all "punchlist" items are completed ("punchlist" is defined to

be the written listing of work that is incomplete or deficient that must be finished or replaced/repared before the CONTRACTOR receives final payment).

- B. Repair and maintenance for the guarantee period is the responsibility of the CONTRACTOR and shall include all repairs and maintenance other than that which is considered as routine. (That is replacement of lamps, oiling, greasing, etc.) The ENGINEER shall be the judge of what shall be considered as routine maintenance.

1.12 TESTING

- A. After the wiring system is completed, and at such time as the ENGINEER may direct, the CONTRACTOR shall conduct an operating test for acceptance. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications and the Contract Drawings. The test shall be performed in the presence of the ENGINEER or his authorized representative. The CONTRACTOR shall furnish all instruments and personnel required for the tests, as well as the necessary electrical power.
- B. Before energizing the system, the CONTRACTOR shall check all connections and set all relays and instruments for proper operation. He shall obtain all necessary clearances, approvals, and instructions from the serving utility company prior to placing power on the equipment.
- C. Tests shall be performed by the ENGINEER to confirm integrity of insulation on wiring circuits selected by the ENGINEER at random.

1.13 CLEANUP

- A. Cleanup shall be completed as soon as possible after the electrical installation is complete. All light fixtures, outlets, switches, starters, motor control centers, disconnect switches and other electrical equipment shall be free of shipping tags, stickers, etc. All painted equipment shall be left free of scratches or other blemishes, such as splattered or blistered paint, etc. All light fixture diffusers shall be clean and the interior of all motor controls, etc., shall be free of dust, dirt, wire strippings, etc. Surplus material, rubbish and equipment resulting from the work shall be removed from the job site by the CONTRACTOR upon completion of the work.

1.14 CUTTING AND PATCHING

- A. Cutting and patching shall be held to an absolute minimum and such work shall be done only under the direction of the ENGINEER or OWNER. The CONTRACTOR shall be responsible for and shall pay for all openings that may be required in the walls, and he shall be responsible for putting said walls back in their original condition.

1.15 EXCAVATION AND BACKFILL

A. Excavation

1. Excavation for conduits shall be of sufficient width to allow for proper jointing and alignment of the type conduit used. Conduit shall be bedded on original ground. Where conduit is in solid rock, a 6-inch earth cushion must be provided. Conduit shall be laid in straight lines between pull boxes and/or structures unless otherwise noted on the Contract Drawings. The cost of solid rock excavation shall be included in the lump sum bid with no extra pay allowed.

B. Backfill

1. Backfill shall be hand placed, loose granular earth for a height of 6 inches above the top of the largest conduit. This material shall be free of rocks over 1 1/2 inches in diameter. Above this, large rocks may be included but must be mixed with sufficient earth to fill all voids.

1.16 SLEEVES, CHASES AND OPENINGS

- A. Sleeves shall be required at all points where exposed conduits pass through concrete walls, slabs, or masonry walls. Installation of conduits shall be as detailed for small pipes through walls or slabs on the Contract Drawings. Sleeves that must be installed below grade or where subject to high water conditions must be installed watertight.
- B. Wiring chases shall be provided \Where shown on the Contract Drawings. The CONTRACTOR shall have the option of installing chases below surface mounted panelboards provided all structural requirements are met.
- C. It is the CONTRACTOR'S responsibility to leave openings to allow installation of the complete, operational electrical system. Openings required but not left shall be cut as outlined under cutting and patching.

1.17 POWER COMPANY METERING EQUIPMENT

- A. Any special metering provisions required by the serving electrical utility shall be as outlined on the Contract Drawings or as advised by the utility at the time of construction, and work required by these special provisions shall be executed with no extra cost to the OWNER.

1.18 TEMPORARY ELECTRICAL POWER

- A. The CONTRACTOR shall be responsible for providing temporary electrical power as required during the course of construction and shall remove temporary service equipment when no longer required. Temporary power shall be obtained from the local utility and not tapped off the OWNER'S distribution network.

1.19 RECORD DRAWINGS

- A. The CONTRACTOR shall maintain 1 set of the Contract Drawings on the job in good condition for examination at all times. The CONTRACTOR'S qualified representative shall enter upon these drawings, from day to day, the actual "as-built" record of construction and/or alteration progress. Entries and notes shall be made in a neat and legible manner and these drawings delivered to the ENGINEER after completion of the construction, for use in preparation of Record Drawings.

1.20 MAINTAINING CONTINUOUS ELECTRICAL SYSTEM AND SERVICE

- A. Existing service continuity shall be maintained at all times. In no way shall the installation and/or alteration of the electrical work interfere with or stop the normal operation of the existing facilities, except when prior arrangements have been made.
- B. When additions and taps to existing service(s) require electrical outages of duration in excess of a few minutes, arrangements shall be made in advance for such outages. All outages shall be held to an acceptable minimum with none exceeding 8 hours continuous duration. If necessary, cuts shall be performed on premium time. If performed at night, requiring a general outage, the CONTRACTOR shall furnish an auxiliary source of light and power as required. Under no circumstances shall an electrical outage of any duration be initiated until the OWNER and ENGINEER have been notified, and as far as possible in advance.

1.21 GROUNDING AND BONDING

- A. All metallic conduit, cabinets, equipment and service shall be grounded in accordance with the latest issue of the National Electrical Code. All starter panel supporting framework and other metal or metal clad equipment or materials which are in contact with electrical conduit, cable and/or enclosures, shall be properly grounded to meet the code requirements.

1.22 RELATED SPECIFICATION DIVISIONS

- A. The following divisions contain Specifications on utilization equipment, equipment accessories, and procedures related to execution of the electrical work, and are included here for the CONTRACTOR'S information. Bids shall still be based on complete Contract Documents.
1. General requirements, bidding requirements, Contract forms, and other conditions of the Contract are included in the General and Special Conditions.
 2. Equipment is included in Division 11.

END OF SECTION

SECTION 16110

RACEWAYS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This section of the Technical Specifications includes all raceways for accommodation of electrical conductors, sleeves for underground electrical installations, conduit stubs for future installations, fittings therefor and accessories.
- B. All raceways shall be marked with the manufacturer's name or trademark as well as type of raceway and size. This marking shall appear at least once every 10 feet and shall be of sufficient durability to withstand the environment involved. All raceways shall be furnished and installed as outlined under the following sections of this Specification.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Tubular Raceways
 - 1. Steel, Galvanized, Rigid, Heavy-Wall, Threaded - "Wheatland Tube Co.", "Triangle", "Allied Tube & Conduit Corp.", or equal.
 - 2. Steel Galvanized, Thin Wall, Electrical Metallic Tubing (EMT)-"VAW", "Triangle", "Allied Tube & Conduit Corp", or equal.
 - 3. Aluminum, Rigid, Heavy-Wall, Threaded-"VAW", "Alcoa", Reynolds", or equal.
 - 4. Steel, Intermediate Metal Conduit (IMC), Electro-Galvanized, Rigid, Threaded- "Allied Tube and Conduit Corp.", "Triangle", "Wheatland Tube Co.", or equal.
 - 5. Plastic (PVC); Type A (Thin Wall); Type 40 (or Schedule 40); Type 80 (or schedule 80)(Heavy-Wall) "Robin-Tech", "Carlson", or equal.
 - 6. Flexible Metal Conduit- "AFC", "Alflex", or equal.
 - 7. Liquidtight Flexible Metal Conduit-"Carol Cable Co.,Inc.", "Superflex", "OZ Gedney", or equal.

B. Surface Metal Raceways

1. "Wiremold", "Walker", or equal.

C. Wireways

1. "Square D", "Hoffman", or equal.

D. Raceway Fittings

1. Conduit fittings - "Crouse-Hinds", "Appleton", "OZ Gedney", or equal.
2. Non-metallic conduit fittings-"Robin-Tech", "Carlton", or equal.
3. Surface mrtal raceway fittings and fastners shall be provided by the manfaturer of the raceway.
4. Flexible conduit fittings -"Raco", "T&B", OZ Gedney", or equal.

2.2 MATERIALS

A. Aluminwn Conduit

1. Aluminum conduit shall be extruded from alloy 6063 and shall be the rigid type, non-toxic, corrosion resistant, and non-staining. It shall be manufactured per UL standards as well as listed/labeled by same.
2. Fittings, boxes, and accessories used in conjunction with aluminum conduit shall be die cast, copper free type. They shall be resistant to both chemical and galvanic corrosion. All covers shall have neoprene gasket.

B. Rigid Steel Conduit

- I. Rigid steel conduit shall be of mild steel piping, galvanized inside and out, and shall conform to UL standards. The conduit shall be listed and labeled by UL as well. The galvanized coating of zinc shall be of uniform thickness applied by the hot-dipped process, and shall be applied also to the threads. It shall be further dipped in a chromic acid bath so as to chemically form a corrosion resistant protective coating of zinc chromate which has a characteristic yellowgreen color. Each piece of conduit shall be straight, free from blisters and other defects, but square, and taper reamed.

C. Polyvinylchloride (PVC) Conduit

1. PVC conduit shall be Schedule 40, 80 heavy wall, or thinwall, as indicated in these Specifications manufacturer to conform to UL standards. It shall be listed and labeled by UL. It shall have at least the same temperature rating as the conductor insulation. Expansion joints shall be used as recommended by the manufacturer.

D. Electrical Metallic Tubing (EMT)

1. EMT shall be high grade steel with an exterior galvanized coating of zinc applied uniformly by the electro-galvanized process. The interior surface shall be uniformly coated with aluminum lacquer or enamel. After galvanizing, it shall be dipped in chromic acid bath to chemically form a protective coating of zinc chromate. The conduit shall conform to UL standards and be listed as well as labeled by UL.

E. Intermediate Metal Conduit

1. Intermediate metal conduit (IMC) shall be made of high performance steel and given extra strength by a special electro-weld forming process, and shall have a larger internal diameter than rigid steel conduit. IMC conduit shall be listed and labeled by UL. Exterior surfaces shall be hot-dip galvanized in the smaller sizes and electro-galvanized in the larger sizes and then chromated. All threads shall be galvanized after cutting. The interior wall shall be coated with a silicone epoxy-ester lubricant. Each piece of conduit shall be straight, free from blisters and other defects, cut square, and taper reamed.

PART3 EXECUTION

3.1 PREPARATION

- A. Exterior underground metallic conduits shall be degreased and pretreated with Koppers 40 Passivator or Koppers 30 Metal Conditioner and painted with 2 coats of Koppers Bitumastic 300-M. Other finishes may be acceptable upon the ENGINEER'S review.

3.2 INSTALLATION

A. Conduit

1. All conduit shall be installed a first class workmanship manner. It shall be installed in horizontal and vertical runs in such a manner as to ensure against trouble from the collection of trapped condensation and shall be arranged so

as to be devoid of traps wherever possible. Special care shall be used in assuring that exposed conduit runs are parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings.

2. Fittings or symmetrical bends shall be required wherever right angle turns are made in exposed work. Bends and offsets shall be avoided wherever possible, but where necessary, they shall be made with an approved conduit bending machine. All conduit joints shall be cut square, reamed smooth and drawn up tight, using couplings intended for the purpose.
3. Conduits shall be securely fastened to all sheet metal outlets, junction and pull boxes with double galvanized locknuts and insulating-grounding bushings as required by the NEC. Runs of exposed conduit shall be supported in accordance with the NE using cast aluminum or malleable iron one hole pipe straps with spacers to provide an air space behind the conduit. All conduit in walls and slabs shall be securely braced, capped (wooden plugs are prohibited), and fastened to the forms to prevent dislodgement during vibration and pouring of concrete.
4. During construction, all conduit work shall be protected to prevent lodgement of dirt, plaster or trash in conduits, fittings or boxes. Conduits which have been plugged shall be entirely freed of accumulations or be replaced. All conduits in floors or below grade shall be swabbed free of debris and moisture before wires are pulled. Crushed or deformed conduit shall not be permitted.
5. All open conduit work through walls or slabs shall be run through sleeves that can be made watertight. These sleeves shall be galvanized rigid steel, or PVC of suitable diameter to permit the passage of the conduit used.
6. Where IMC or GRS conduit penetrates a floor slab the conduit shall be painted with 2 coats of Koppers Bitumastic 300-M to a point 6 inches above the penetration.
7. The final section of conduit connecting each motor or piece of utilization equipment subject to vibration shall be of the flexible type "UAG" neoprene covered and containing a continuous copper ground built in on sizes up to 1 1/4 inch, with fittings to match. On conduit sizes larger than 1 1/4 inch, type "UA" may be used. All flexible sections of conduit larger than 1 1/4 inch in diameter shall be paralleled with a braided copper bonding strap connected between the last section of rigid conduit and the frame of the equipment, to ensure a continuous ground. Samples of the flexible conduit shall be submitted with shop drawings for review. Flexible conduit to space heaters shall be long enough to allow swivel action.

8. Should the elevation of the stubbed up end of an underground conduit be below the 100-year flood elevation where it enters a building, conduit sealing bushings shall be utilized as detailed on the Contract Drawings. If a conduit contains more wires than can be sealed with the standard sealing bushing, silicone rubber may be used.
9. In certain situations, conduit expansion joints shall be required to ensure against conduit and/or cable damage due to basin/building settling or thermal expansion and contraction. These expansion joints shall be required where shown on the Contract Drawings and shall be installed as detailed on the Contract Drawings.
10. Motor control centers, meter panels, computer panels, switch gear, etc., mounted in a building with a basement or pipe gallery below, shall have the conduit opening left in the slab sealed to prevent moisture, dust, etc., from entering the panel. The type of seal to be used shall be silicone elastomer foam, type 3-6548 as manufactured by Dow-Corning, Chase-foam as manufactured by Chase Technology Corporation, T & B, or equal.
11. All conduit to be added to an existing structure shall be exposed.
12. All conduit work on the ground floor level of each new structure shall be concealed except for conduits to lighting fixtures in buildings with precast roof slabs, or except as noted on the Contract Drawings. All conduit work below ground floor level in each structure shall be exposed. Conduits entering into pump rooms or pipe galleries below flood elevation shall be watertight through the wall, both inside and outside.
13. PVC conduit installed underground for low voltage application shall be Schedule 80 without encasement, except service entrance conduits shall be schedule 40 PVC and shall be concrete encased. Where PVC conduit is installed, transition shall be made to GRS conduit at bends where wire pulling could cut conduit.
14. Aluminum conduit shall not be used in chlorine storage/feed areas or placed in concrete slabs.
15. Conduit stubs, for future use, extended through outside walls shall be capped with threaded pipe caps and coated to prevent corrosion. Stubs shall extend 5 feet beyond the walls from which they are stubbed unless otherwise indicated on the Contract Drawings.

16. All metal raceway systems shall be grounding conductive, solidly bonded throughout and grounded in accordance with N.E.C. requirements and/or as noted on the Contract Drawings. Non-metallic raceway systems shall be provided with separate grounding conductors.
17. Minimum conduit size shall be 3/4 inch. The following table shows the minimum burial depth required for all exterior conduit or cable:

Rigid Steel Conduit	18"
Schedule 80 PVC	24"
Schedule 40 PVC, thinwall, or fiberduct, Concrete Encased (for low voltage service entrance)	30"
18. Wire pulling shall be facilitated by the use of a UL approved pulling compound in pulls over 30 feet in length or where there are 2 or more 90 degree bends. Only polypropylene, nylon, or manila pulling ropes will be permitted. Standard industry recognized wire pulling equipment shall be used.
19. All conduits entering and leaving instrument enclosures shall be sealed around the wires with silicone.
20. All conduits for emergency lighting systems shall be separate from other building power conduits.
21. Areas of use for each type of conduit: CONTRACTOR shall use the same type conduit throughout any given area and not mix types in the same area.

CONDUIT USE SCHEDULE

	Sch40 <u>PVC</u>	Sch80 <u>PVC</u>	<u>IMC</u>	<u>Alum</u>	<u>GRS</u>
Process Building Floors Below Grade (Exposed Only)				X	
Process Building Floors Above Grade (Exposed)			X	X	X
Process Building Floors Above Grade (Concealed)	X	X	X	X	X
Non-Process Building Floors Below Grade (Exposed)			X	X	X
Non-Process Building Floors Above Grade (Exposed)			X	X	X
Non-Process Building Floors Above Grade (Concealed)	X	X	X	X	X
Non-Process Building Floors Below Grade (Concealed)	X	X	X	X	X

	Sch40 <u>PVC</u>	Sch80 <u>PVC</u>	<u>Alum</u>	<u>GRS</u>
Chlorine Rooms (Concealed)	X			
Chlorine Rooms (Exposed)		X		
Exterior Underground Low Voltage, Concrete Encased For Svc Entr	X	X		X
Exterior Underground Low Voltage		X		X

22. Surface metal raceways (SMR) shall be employed only when specifically called for on the Contract Drawings and for the use indicated thereon.

END OF SECTION

SECTION 16120

WIRE AND CABLES

PART1 GENERAL

1.1 REQUIREMENTS

- A. All wire and cable shall conform to the latest requirements of the NEC and shall meet all ASTM/UL specifications. Wire and cable shall be new; shall have size, grade of insulation, voltage rating and manufacturer's name permanently marked on the outer covering at regular intervals. Complete descriptive literature shall be submitted to the ENGINEER for review and acceptance prior to installation.

1.2 DELIVERY, STORAGE AND HANDLING

- A. Wire and cable shall be suitably protected from weather and damage during storage and handling and shall be in first class condition when installed.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Building Wire (types THWN and THW-cu.) - Collyer, Rome, American, Carol, or equal.

2.2 MATERIALS

- A. General
 - 1. In general, all conductors shall be 98% conductive, annealed copper unless otherwise noted on the Contract Drawings.
 - 2. Conductors shall be type THW or THWN insulation. Conductor size shall be AWO (American Wire Gauge) Standard. Minimum conductor size shall be AWG No. 12. Minimum voltage rating shall be 600 volts. All conductors shall be stranded.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

A. General

- 1. Conductors shall be continuous from outlet to outlet and no splices shall be made except in junction or outlet boxes. Wire connectors of insulating material or solderless pressure connectors, properly taped, shall be used for all splices in wiring, wherever possible.
- 2. Conductors shall be color coded in accordance with the following schedule:

	240V 3 Phase	120/240 Single Phase
Phase A	Black	Black
Phase B	Red	Red
Phase C	Blue	
Neutral (Grounded)	White or Light Gray	White or Light Gray
3-Way Tracers		Blue
Grounding	Green	Green
Remote Energized Conductors (Control)		Yellow
Control	Standard Code	

- 3. Conductors shall be pulled into raceways in strict accordance with manufacturer's recommendations.
- 4. Ample slack conductors shall be allowed at each terminal point, and pull or junction box, to permit installation with ease and without crowding.
- 5. All conductors shall be identified by circuit number at all pull and junction boxes. All conductors terminating at terminal blocks shall be identified with numbers and/or letters identical to circuit or control identification.
- 6. No conductors shall be drawn into conduits until all work which may cause wire or cable damage is completed. Wire pulling shall be accomplished utilizing machinery and accessories intended for the purpose.
- 7. All connections and splices shall be made in accordance with conductor manufacturer's recommendations, and as written herein.

END OF SECTION

SECTION 16130

BOXES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Outlet and junction boxes shall be furnished and installed where indicated on the Contract Drawings, and as required by the work in accordance with the NEC.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Junction/pull boxes-Queen, Wiegmann, Appleton, Crouse-Hinds, Hoffman, Robroy Industries, Carlon, Sedco, or equal.

2.2 MATERIALS

- A. All junction and/or pull boxes for dry, non-corrosive areas shall be of code gauge sheet metal construction, of the inside dimensions as required by code, with covers.
- B. Junction and/or pull boxes for exterior, wet and damp locations shall be cast metal, rust and corrosion resistant (NEMA 4X). Box covers shall be hinged or cap screw retained as required, of the same material as the box and provided with stainless steel (rustproof) hardware.
- C. Underground junction or pull boxes shall be constructed of reinforced concrete cast-in-place or pre-fabricated as detailed on the Contract Drawings.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

- A. Openings in Electrical Boxes
 - 1. All openings in electrical equipment, enclosures, cabinets, outlet and junction boxes shall be by means of welded bosses, standard knockouts, or shall be sawed, drilled, or punched with tools specially made for the purpose. The use of a cutting torch is prohibited. Unused openings shall be plugged per the NEC.

END OF SECTION

SECTION 16140

WIRE CONNECTIONS AND CONNECTING DEVICES

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Wire connection and connecting devices shall be as herein specified.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Connectors, Lugs, etc... T & B, Anderson, Burndy, or equal.
- B. Ties and Servings - T & B, Panduit, or equal.
- C. Termination and splice connectors - 3M Scotchlok, Anderson, T & B, Bumdy, or equal.

2.2 MATERIALS

- A. Wire Splicing and Terminations (600 Volts and Below)
 - 1. Electrical Terminal and Splice Connectors (#12 .. #4 AWG)
 - a. Terminals and splice connectors from #12 - #4 AWG shall be compression types with barrels to provide maximum conductor contact and tensile strength. Performance, construction, and materials shall be in conformance with UL standards for wire connectors and rated for 600 volts and 105 degrees Celsius.
 - b. Connectors shall be manufactured from high conductivity copper and entirely tin plated. Terminal barrels shall be serrated on the inside surface and have a chamfered conductor entry. Terminals shall have funnel entry construction to prevent strand fold-back. All barrels shall be brazed seam or seamless construction.

- c. Spade-type terminals shall be sized for the appropriate stud and shall be locking type that snap firmly onto studs with a close fit for maximum retention. Spade-type terminals shall be insulated with an insulation suitable for maintaining a high dielectric strength when crimped and be made from nylon, PVC, or equal.
- 2. Electrical Lugs and Connectors (#6 AWG - 1000 MCM)
 - a. Lugs and splice connectors from #6 AWG - 1000 MCM shall be compression types with barrels to provide maximum conductor contact and tensile strength. They shall be manufactured from high conductivity copper and entirely tin plated. They shall be crimped with standard industry tooling. The lugs and connectors must have a current carrying capacity equal to the conductors for which they are rated and must also meet all UL requirements. All lugs above 4/0 AWG shall be 2 hole lugs with NEMA spacing. The lugs shall be rated for operation through 35 KV. The lugs shall be of closed end construction to exclude moisture migration into the cable conductor.
- 3. Twist-on Wire Connectors (#12 AWG and #10 AWG)
 - a. All twist-on wire connectors must have a corrosion resistant spring that is free to expand within a steel jacket. The steel jacket must be insulated with a flexible vinyl jacket capable of withstanding 105 degrees Celsius ambient temperatures and of sufficient length to cover wires that are inadvertently overstripped.
 - b. Each connector size must be listed by UL for the intended purpose and color coded to assure that the proper size is used on the wire combinations to be spliced. The connectors must be compatible with all common rubber and thermoplastic wire insulations.
- 4. Solderless/Re-usable Lugs
 - a. Solderless/re-usable lugs shall be used only when furnished with equipment such as control panels, furnished by others, where specification of compression type lugs is beyond the CONTRACTOR'S control. In the event their use is necessary, the CONTRACTOR shall be responsible for assuring that they are manufactured to NEMA standards, with proper number and spacing of holes and set screws. Wires shall be coated with electrical joint compound, T & B KoprShield, Penn-Unipn Coal-Aid, or equal before being bolted into the connector.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

A. Insulation of Splices and Connections

1. Connections/splices with a smooth even contour shall be insulated with a conformable 7-mil thick vinyl plastic insulating tape which can be applied under all weather conditions and is designed to perform in a continuous temperature environment up to 105 degrees Celsius. The tape shall have excellent resistance to abrasion, moisture, alkalies, acids, corrosion, and varying weather conditions (including sunlight). The tape shall be equal to Scotch 33+ and shall be applied in conformance with manufacturer's recommendations. In addition, it shall be applied in successive half-lapped layers with sufficient tension to reduce its width to 5/8 of its original width. The last inch of the wrap shall not be stretched.
2. Connections/splices with irregular shapes or sharp edges protruding shall be first wrapped with 30 mil rubber tape to smooth the contour of the joint before being insulated with 33+ insulating tape specified in the previous paragraph. The rubber tape shall be high voltage (69 KV) corona-resistant based on self-fusing ethylene propylene rubber and be capable of operation at 130 degrees Celsius under emergency conditions. The tape must be capable of being applied in either the stretched or unstretched condition without any loss in either physical or electrical properties. The tape must not split, crack, slip, or flag when exposed to various environments. The tape must be compatible with all synthetic cable insulations. The tape must have a dissipation factor of less than 5 percent at 130 degrees Celsius, be non-vulcanizing, and have a shelf life of at least 5 years. The rubber tape shall be applied in successive, half-lapped wound layers and shall be highly elongated to eliminate voids. Other manufacturer's recommendations on installation shall be adhered to. The rubber tape shall be equal to Scotch 23 or 130C electrical splicing tape.
3. Splices made in wet or damp locations shall be made watertight with special kits made for the application and compatible with type of cables employed.

B. Connection Make-Up

1. Connections of lugs to bus bars, etc., shall be made up with corrosion resistant steel bolts having non magnetic properties with matching nuts, and shall utilize a belleville spring washer (stainless steel) to maintain connection integrity. Connections shall be torqued to the proper limits. Prior to bolting up the connection, electrical joint compound shall be brushed on the contact faces of the electrical joint.

2. All motor lead connections shall be made up using ring tongue compression lugs with proper size stainless steel nuts and bolts. Electrical joint compound shall be utilized and belleville-type spring washers shall be used to maintain tension on the connections. The connections shall then be insulated using the procedure described for irregular shapes, utilizing rubber tape in conjunction with vinyl electrical tape.
3. At the time of final inspection, the ENGINEER shall request the CONTRACTOR to disassemble 3 randomly selected motor lead connections in the ENGINEER'S presence, to assure conformance with these Specifications.
4. The CONTRACTOR shall include all necessary tools, materials, and labor in his bid for disassembly of the connections and for remaking them with new insulating materials after inspection.

END OF SECTION

SECTION 16175

SWITCHBOARD MATTING

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Switchboard matting shall be furnished by the CONTRACTOR and placed in front of all power distribution and control equipment as indicated on the Contract Drawings.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Switchboard matting shall be Salisbury Rubber Products, or equal.

2.2 MATERIALS

- A. Switchboard matting shall be nonconductive with a minimum of 40,000 volts dielectric strength. The mat shall have a corrugated, non-slip surface and shall be a minimum of 1/4-inch thick. Width shall be 36 inches and length shall be as required at each location. The mat shall be black in color, ozone and oil resistant, and manufactured to meet all applicable ANSI/ASTM standards.

END OF SECTION

SECTION 16190

SUPPORTING DEVICES

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Electrical equipment shall be mounted, and installed using supporting devices as indicated on the Contract Drawings, as required by the work, and described herein.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Kindorf, Unistrut, orequal.

2.2 MATERIALS

- A. All mounting brackets and strut shall be aluminum. Fasteners used to mount equipment outside shall be stainless steel.

END OF SECTION

SECTION 16450

SECONDARY GROUNDING

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Grounding shall be done in accordance with the NEC, as described in these Specifications, and shown on the Contract Drawings.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Grounding equipment shall be Cadweld, ITT Blackburn, ITT Weaver, Copperweld Bimetallics Group, or equal.

PART 3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

- A. The ground system shall be continuous with all structures on a common ground. This can be accomplished by bonding all conduits together and bonding to the ground bus at the service. Bonding jumpers made of stranded copper wire shall be required at all pull boxes, sections of flexible conduit, and at all motor casings. In the case that nonmetallic conduit is used, then an extra wire must be pulled for grounding, sized per NEC requirements.
- B. All grounding and grounding electrode systems shall be as required by the NEC as for types of electrodes utilized and sizing of grounding conductor to service equipment from the electrode system. The above described systems are to be used if the testing reveals additional grounding is necessary.
- C. All grounding electrode system connections shall be made using exothermic welds, Cadweld, or equal. No splices are allowed in the grounding electrode conductor.
- D. All ground clamps shall be mechanical pressure type. The use of strap type ground clamps is prohibited.
- E. Refer to the Drawings for further grounding details and requirements.

3.2 FIELD QUALITY CONTROL

A. Testing

1. The CONTRACTOR shall be required to provide all labor, tools, instruments, and materials as necessary to perform testing of the grounding electrode system. The testing shall be done in the presence of the ENGINEER or the ENGINEER'S field representative with results submitted in writing to the ENGINEER. The testing shall be done to determine the effectiveness of the selected grounding scheme and to see that it conforms with resistance specified (5 ohms maximum).
2. The testing should be done using a 3 point test at the point of grounding electrode conductor connection to main power distribution equipment and at each separately derived system or MCC.
3. The written report should contain the following information:
 - a. Type of ground scheme used, i.e., building steel, driven rod, mat, etc.
 - b. Type of instrument used.
 - (1) Mfr.
 - (2) Model number
 - (3) Confirm 3 point test
 - (4)* Serial number.
 - (5)* \Where instrument was obtained.
 - * These two items are required so that the same instrument may be utilized should reproduction of the test be necessary due to unsatisfactory readings/instrument miscalibration.
 - c. Ground resistance reading obtained.
 - d. Sketch showing setup of instrumentation and location of grounding electrode and test probes.

END OF SECTION

SECTION 16455

VARIABLE SPEED DRIVE (VFD)

PART I GENERAL

1.1 REQUIREMENTS

- A. Variable speed drive systems shall be furnished, installed and connected where indicated on the Contract Drawings, with control operation as shown on the Drawings and specified herein.
- B. The horsepower specified in the process equipment specifications shall govern the inverter size, and should a larger motor be furnished on a piece of equipment than the minimum specified, the corresponding larger inverter shall be furnished at no extra cost, along with any mounting or wiring modifications necessary. The inverter shall also be rated for the continuous full load current of the actual motors furnished.

1.2 SERVICE AND INSTRUCTION MANUALS

- A. After installation but prior to acceptance, the CONTRACTOR shall deliver to the ENGINEER brochures which shall each contain certified drawings of all equipment of the control systems, complete with maintenance and service instructions and parts lists for all components, as well as complete detailed descriptions of operation of the speed controllers.
- B. Qualified representative(s) of the VFD manufacturer shall supervise start-up of the equipment by the CONTRACTOR'S personnel. The CONTRACTOR shall provide the services of required journeymen craftsmen for start-up labor; the craftsmen assigned to provide labor for start-up shall perform this function only while the speed control system manufacturer's representative is at the job site for supervision of start-up.
- C. After the contract has been completed, a qualified representative of the speed control manufacturer shall be available to instruct the OWNER'S personnel in proper operating and maintenance procedures for not less than 1 day, at no additional cost to the OWNER.

1.3 WARRANTY

- A. All equipment shall be fully guaranteed in accordance with Division 1 of these Specifications.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A Allen Bradley, or equal.

2.2 EQUIPMENT

A Variable Frequency Drive

1. Variable frequency drives shall be the pulse-width-modulated type, for operation with three-phase input power of 460 v \pm 10% and 60 Hz \pm 3%.
2. The VFD shall be rated to operate in an ambient temperature of 0 °C to 40 °C continuously, at altitudes up to 3000 feet without derating.
3. The VFD shall have a constant 0.95 input power factor.
4. The VFD shall have line transient protection rated up to 5000 v peak and 120 joules. Where the Drawings require additional separately installed protective devices, they shall be as specified in section 16405. The VFD shall be protected with fast acting input fuses having an interrupting capacity of 100,000 amperes.
5. The VFD shall be rated at 100% current continuous, and 110% current intermittent. The output voltage shall be adjustable from 0 to 100% of input voltage, Output frequency shall be adjustable from 0.5 Hz to 120 Hz.
6. The VFD shall be provided in a free-standing NEMA 1 Motor Control Center type enclosure. All ventilation openings shall be covered with removable filters.
7. VFDs shall be Allen-Bradley model 1351, or equal.

B. Standby Variable Speed Drive System Bypass

1. Where indicated on the Contract Drawings the drive systems shall be equipped with a bypass to allow the capability of operating the motor directly from 480 volt, 3 phase, 60 Hz power if the variable speed system becomes inoperative. The bypass control shall provide a convenient method for bypassing the variable speed system without rewiring the motor. The bypass motor control shall be provided by the same manufacturer as the variable frequency drive unit.

2. The bypass controller shall be provided in a separate section of the same enclosure as the inverter, so that 460 volt power is not present in the inverter section when the inverter disconnect is opened. A main circuit breaker, in addition to the inverter circuit breaker shall be provided to simultaneously disconnect both the inverter and bypass starter from 480 volt power.
3. Control voltage shall be 115 volts +10%, single phase, 60 Hz provided by a control transformer with fused primary and secondary.
4. The bypass controller shall include the following equipment and features:
 - a. Door mounted "Line-Inverter" selector switch to manually select adjustable frequency or constant speed operation.
 - b. Door mounted "on-off" maintained contact selector switch to run the motor when the motor is being operated across the line.
 - c. Time delay relay which delays starting the inverter after the motor has been running across the line so that the motor can coast to a stop before being connected to the inverter.
 - d. Auxiliary normally open contact for remote indication of when the pump motor is operating.
 - e. Other features as required in the Contract Drawings.
5. Overload relays shall be provided in each ungrounded motor conductor. They shall be ambient compensated bimetallic type. A door mounted manual OL reset push-button shall be provided for each starter.

C. Special Features

1. For special control equipment required in each variable frequency drive, refer to wiring diagrams in the Contract Drawings.
2. Each relay coil shall be provided with coil surge suppressors.

END OF SECTION

SECTION 16470

PANELBOARDS

PART 1 GENERAL

1.1 REQUIREMENTS

- A. This section of the Technical Specifications includes furnishing all labor, materials, equipment, and incidentals required for the installation of all lighting and distribution panelboards as hereinafter specified and as shown on the Contract Drawings.
- B. The panelboards for installation under this Contract shall be selected from the following types with the panel voltage and main sizes the determining factors. All panelboards shall be by the same manufacturer.
- C. Circuit breakers of size and type shown on Contract Drawings and described herein shall be provided with the panelboards.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Square D, General Electric, or equal.

2.2 EQUIPMENT

- A. Rating
 - 1. Panelboard ratings shall be as shown on the Contract Drawings. All panelboards shall be rated for the intended. voltage.
- B. Standards
 - 1. Panelboards shall be in accordance with the Underwriter Laboratories, Inc. "Standard for Panelboards" and "Standard for Cabinets and Boxes" and shall be so labeled where procedures exist. Panelboards shall also comply with NEMA Standard for Panelboards and the National Electrical Code.

C. Panelboard Construction (NEMA 1)

1. Interiors

- a. All interiors shall be completely factory assembled with circuit breakers, wire connectors, etc. All wire connectors, except screw terminals, shall be of the anti-tum solderless type and all shall be suitable for copper or aluminum wire of the sizes indicated.
- b. Interiors shall be so designed that circuit breakers can be replaced without disturbing adjacent units and without removing the main bus connectors and shall be so designed that circuits may be changed without machining, drilling or tapping.
- c. Branch circuits shall be arranged using double row construction except when narrow column panels are indicated. Branch circuits shall be numbered by the manufacturer.
- d. A nameplate shall be provided listing panel type, number of circuit-breakers and ratings.

2. Bussing

- a. Bus-bars for the mains shall be of copper. Full size neutral bars shall be included. Bus-bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices. Bussing shall be braced throughout to conform to industry standard practice governing short circuit stresses in panelboards. Phase bussing shall be full height without reduction. Cross connectors shall be copper.
- b. Neutral bussing shall have a suitable lug for each outgoing feeder requiring a neutral connection.
- c. Spaces for future circuit-breakers shall be bussed for the maximum device that can be fitted into them.

3. Boxes

- a. Recessed boxes shall be made from galvanized code gauge steel having multiple knockouts, unless otherwise noted. Surface mounted boxes shall be painted to match the trim. Boxes shall be of sufficient size to provide a minimum gutter space of 4 inches on all sides.

- b. Surface mounted boxes shall have an internal and external finish as hereinafter specified. Surface mounted boxes shall be field punched for conduit entrances.
- c. At least 4 interior mounting studs shall be provided.

4. Trims

- a. Hinged doors covering all circuit-breaker handles shall be included in all panel trims.
- b. Doors shall have semi flush type cylinder lock and catch, except that doors over 43 inches in height shall have a vault handle and 3-point catch, complete with lock, arranged to fasten door at top, bottom and center. Door hinges shall be concealed. Two keys shall be supplied for each lock. All locks shall be keyed alike; directory frame and card having a transparent cover shall be furnished on each door.
- c. The trims shall be fabricated from code gauge sheet steel.
- d. All exterior and interior steel surfaces of the panelboard shall be properly cleaned and finished with ANSI No. 49 light gray paint over a rust-inhibiting phosphatized coating. The finish paint shall be of a type to which field applied paint will adhere without cracking or peeling.
- e. Trims for flush panels shall overlap the box by at least 3/4 inch all around. Surface trims shall have the same width and height as the box. Trims shall be fastened with quarter turn clamps.

D. Overcurrent Protective Devices (Circuit Breakers)

- 1. Panelboards shall be equipped with circuit-breakers with frame size and trip settings as shown on the Contract Drawings.
- 2. Circuit-breakers shall be molded case, bolt-in, thermal-magnetic trip.
- 3. Circuit-breakers used in 120/208 V or 120/240 V panelboards shall have an interrupting capacity of not less than 10,000 amperes, RMS symmetrical.

4. GFCI (ground fault circuit interrupter) shall be provided for circuits where indicated on the Contract Drawings. GFCI units shall be I-pole, 120 volt, molded case, bolt-on circuit breakers, incorporating a solid state ground fault interrupter circuit insulated and isolated from the circuit breaker mechanism. The unit shall be U.L. listed Class A Group I device (5 milliamp sensitivity, 25 millisecond trip time), and an interrupting capacity of 10,000 amperes RMS.
5. Trip elements of multi-pole breakers shall be effectively insulated from one another. Multi-pole breakers shall be designed so that an overload on any pole shall open all poles simultaneously.
6. The breaker operating mechanism shall be the quick-make, quick-break type and shall be entirely trip free to prevent the contacts being held in a closed position against a short circuit.
7. Breakers shall have a thermal bimetallic element for time delayed overload protection and a magnetic element for short circuit protection.
8. The breaker shall be trip indicating with the trip position midway between the "On" and "Off" positions.
9. Breakers for power distribution panels shall be F frame or larger. All breakers rated above 225 amps shall have interchangeable magnetic trip elements.
10. All breakers shall be UL listed, and conform to requirements of NEMA Standards.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

- A. Boxes for surface mounted panelboards shall be mounted so there is at least 1/2 inch air space between the box and the mounting surface.
- B. Circuit directories shall be typed giving location and nature of load served.

END OF SECTION

SECTION 16475

OVERCURRENT PROTECTIVE DEVICES

PART 1 GENERAL

1.1 REQUIREMENTS

- A. All overcurrent protective devices shall be UL listed and conform to NEMA standards. Overcurrent protective devices shall have voltage and current ratings, number of poles and be located as shown on the Drawings.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Square D, General Electric, or equal.

2.2 EQUIPMENT

A. Circuit Breakers

1. Circuit breakers shall be molded case with thermal magnetic trip. Trip elements of multi-pole breakers shall be effectively insulated from one another. Multi-pole breakers shall be designed so that an overload on any pole shall open all poles simultaneously.
2. The breaker operating mechanism shall be quick-make, quick-break type and shall be entirely trip free to prevent the contacts being held closed against a short circuit.
3. The breaker shall be trip indicating with the trip position midway between the "On" and "Off" positions.

B. Fusible Switches

1. Fusible switches shall have switch blades which are fully visible in the "off" position when the switch door is open. The switch mechanism shall be quick-make, quick-break type such that the operation of the contacts shall not be capable of being restrained by the operating handle after operation of the contacts has been started. The operating handle shall be an integral part of the box, not the cover. Provisions for padlocking the switch handle shall be provided. Fusible switches shall be of the "Heavy Duty" type.

2. The fusible switches shall be provided with ampacity, fusing, enclosure and number of poles shown on the Drawings. Lugs shall be as required for size and number of wires to be terminated.

PART3 EXECUTION

3.1 INSTALLATION/ APPLICATION/ERECTION

- A. Breakers and switches shall be mounted on a one inch galvanized or aluminum mounting channel to provide an air space behind the enclosure.

END OF SECTION

SECTION 16480

MOTOR CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

- A. Motor control equipment shall be new and the equipment of one manufacturer. Each component is specified by a particular trade name; however, this does not relieve the CONTRACTOR of the responsibility of submitting descriptive literature and shop drawings for review of all components.
- B. Shop drawings, including control circuit wiring diagrams and descriptive literature shall be submitted to the ENGINEER for review.

PART2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Control Equipment
 - 1. Square D, General Electric, or equal.

2.2 EQUIPMENT

- A. Individually Mounted Motor Control Devices (480, 240 or 120 Volt)
 - 1. General
 - a. All motor control equipment shall be new and the product of one manufacturer. All individually mounted disconnects, pushbutton stations, latchout stations, starters, etc., indoors shall be mounted on a 1 inch galvanized unistrut, 1 inch Kindorf channel, or equal to provide an air space at rear. Outside mounted equipment shall utilize 1 inch aluminum support as required in this Division, Section 16190.

2. Starters

a. General

- (1) All starters shall be of the voltage rating, type and sized for the motor size shown in these Specifications and/or on the Drawings. For enclosure type see the system operation description and/or the Drawings. All starters shall be the magnetic type. Should a piece of electrically driven equipment be furnished with a larger motor than shown on the Drawings, the proper size combination starter shall be provided for the equipment supplied, at no extra cost to the OWNER.
- (2) See the Drawings for the auxiliary equipment to be furnished. Maximum control voltage shall be 120 volts, a-c. Minimum starter size shall be NEMA Size 1.

b. Overloads

- (1) Each starter shall have a thermal overload device in each ungrounded leg. The overload shall be of the "Ambient Compensated Bi-metallic", thermal element type. All overloads shall be of the manual reset type and shall be reset without opening the starter enclosure. Heaters will be sized for the proper temperature rise of the motor that it is being used on. Heaters for general service shall be of the standard trip type; however, "quick-trip" heaters shall be required on controls for submersible pumps. Adjustable Overload Relay Thermal Units are not allowed. All integral horsepower motors, 15 horsepower and over, require thermal elements embedded in the windings. See Motor Specifications, this division. Siemens-Allis overload relays shall be provided with a meter-sealed cover over relay adjustment controls.

c. Contactors

- (1) All contactors for motor starters shall be of the a-c magnetic type with "undervoltage" protection when used in conjunction with momentary contact pushbutton control and "undervoltage" release when used with maintained contact push-button control.
- (2) Contactor size shall be in accordance with NEMA Standards for the motor controlled and shall be horsepower rated.

- (3) Contacts shall be of the heavy duty silver-to-silver type and shall be totally enclosed in individual arc quenching chambers. Contacts shall be easily accessible for replacement.
 - (4) The contactor coil shall be of the vacuum impregnated or epoxy resin type, moisture resistant and corrosion proof.
 - d. Auto-transformer
 - (1) The auto-transformer for reduced voltage starting shall be of the dry type consisting of two windings connected in open delta. Only "closed" circuit transition is acceptable unless noted otherwise on the Drawings. Taps for 50 horsepower and below shall be 65 percent and 80 percent. For above 50 horsepower, a 50 percent tap shall also be provided. All auto-transformers shall be thermally protected with a thermostatic switch in each winding wired into the starter to shut the starting sequence down on overheating.
- 3. Control Stations
 - a. General
 - (1) Control stations shall be heavy duty, maintained or momentary contact type, as noted on the Drawings. Contacts shall be silver alloy, double break type. The number and marking of controls shall be as shown on the Drawings. Enclosures shall be NEMA IV for indoor and outdoor mounting, unless otherwise noted on the Drawings. All control stations shall operate on 120 volt, a-c maximum, unless otherwise designated on the Drawings. "Latch-out" facilities shall be provided where called for in these Specifications and/or on the Drawings.
 - b. Maintained Contact
 - (1) Maintained contact control switches shall be marked "On" and "Off". The button pushed shall remain in and push the other button out until the other button is pushed. In general, they are to be used for hand control of motors which have to operate continuously and restart whenever power is off then resumed, without any manual operator. This is needed for motors which have to operate continuously in the absence of an operator.

c. Momentary Contract

- (1) Momentary contact control pushbutton switches shall be marked "start" and "stop". Push-buttons shall spring out whenever pushed. If the circuit is dropped for any reason, operation cannot be resumed until a "start" pushbutton is pushed. In general, they are to be used for hand control of motors which are desired to operate intermittently in the presence of the operator and stop and start independently from more than one parallel control location.

d. Latchout Only

- (1) Latchout only switches shall have a spring return on the momentary "stop" pushbutton only with a hold in plate used inside and a nail hole lock when used outside to disconnect hand and/or automatic control circuit.

4. Circuit Breakers

- a. Circuit breakers shall be molded case type. Trip elements of multipole breakers shall be effectively insulated from one another. Multipole breakers shall be designed so that an overload on any one pole shall open all poles simultaneously.
- b. The breaker operating mechanism shall be the quick-make, quick-break type and shall be entirely trip free to prevent the contacts being held in a closed position against a short circuit.
- c. Breakers not used with motor starters shall be of the thermal magnetic type with a thermal bimetallic element for time delayed overload protection and a magnetic element for short circuit protection.
- d. The breaker shall be trip indicating with the trip position midway between the "On" and "Off" positions.
- e. Breakers for combination starters shall be 100 amp frame or larger. All breakers for combination starters shall have an adjustable magnetic trip element of the motor circuit protector type.
- f. Breakers for combination starter shall be F frame or larger. All breakers shall have adjustable magnetic trip elements. Circuit breakers K frame and larger shall have interchangeable thermal magnetic tripelements.

5. Safety Switches

- a. Safety switches shall be of the heavy duty industrial, quick-make, quick-break type. Ratings shall correspond to that of the equipment in which circuit it is used, fuses sized as shown on the Drawings. All safety switches at motor locations are of the nonfused type unless otherwise noted.
- b. Safety switches shall have a mechanical door interlock to prevent the door from being opened with the switch in the on position, and facilities for locking the switch operator in the closed or open position. Enclosures for outside installation shall be NEMA 3R and inside installation, NEMA 1, unless otherwise designated.
- c. Safety switches shall be UL listed and shall conform to NEMA Standards. NEMA 4X enclosed safety switches where called for shall be stainless steel or fiberglass.
- d. NEMA 1 enclosed switches shall be phosphate coated or equivalent, code gauge steel with baked enamel finish.
- e. Double throw fused/nonfused safety switches, where required, shall be as specified on the Drawings.

6. Selector Switches

- a. Hand-off-automatic type selector switches shall be of oil-tight construction and shall have three positions. The switch must not have a spring loaded return. It shall be of the "quick-make", "quick-break" type.

7. Manual Motor Starting Switches

- a. Manual motor starting switches for the control of fractional horsepower motors shall be single pole and shall be provided with a thermal heater of the correct size for the load controlled. Each starting switch shall be mounted where shown on the Drawings. Where they are used for rotating equipment such as grinders, they shall be equipped with low voltage protection and required manual reset after power failure. As an alternate to low voltage protection built-in, a "Safety Restart Plug" may be utilized, available from Mitchell Instrument Company.

8. Limit Switches

- a. Where limit switches are called for in these Specifications, they shall be double pole, oil-tight type, suitable for the type mounting required.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

A. Individually Mounted Motor Control Devices

1. Each motor disconnect shall be located as near as possible to its respective motor.
2. Remote control station at or near motor shall be mounted near its respective motor, adjacent to the motor disconnect.

3.2 EXTRA STOCK/SPARE PARTS

A. Provide the following spare parts:

- 10 fuses of each type/amperage used
- 1 pilot light lamp for each pilot light socket assembly provided
- 1 control transformer for each size utilized

END OF SECTION

SECTION 16500

LIGHTING

PART 1 GENERAL

1.1 REQUIREMENTS

- A. The specific characteristics of the light fixtures to be furnished and installed shall be as detailed in the light fixture schedule on the Contract Drawings. Should a fixture of a different type or manufacturer than that specified be submitted for the ENGINEER'S review, it will be compared to that specified on: construction, dimensions, and photometrics. Failure to compare equally to what was specified will be grounds for rejection.
- B. The CONTRACTOR shall be prepared to submit sample equipment for appraisal when requested by the ENGINEER, and shall assume all transportation costs involved in the shipment and return of samples. All sample fixtures submitted shall be provided with lamps and shall be wired with cord and plug, to facilitate lighting for appraisal.

PART2 PRODUCTS

2.1 LED EQUIPMENT

- A. Standards
 - 1. All LED lighting fixtures shall meet the following standards:
 - a. IESNA LM-80-80
 - b. IESNA TM-21-11
 - c. IESNA LM-82-12
 - d. IESNA LM-79-08
 - e. In Situ Temperature Measurement Tests (ISTMT) shall have been conducted on a sample of each type of LED lighting fixture specified prior to it's delivery to the project site. Reports of these tests shall be submitted to the Engineer.
- B. LED Lighting Fixtures
 - 1. All fixtures shall be delivered complete with suspension and mounting accessories, ballasts, diffusers, reflectors, etc., all wired and assembled. All accessory wiring shall be furnished and installed as shown on the Contract Drawings.

2. All steel supports required for luminaires in addition to that furnished under the general building construction shall be furnished and installed by the CONTRACTOR.
3. When fixtures are noted to be installed flush, they shall be complete with the proper accessories for installing in the particular ceiling involved. All flush mounted fixtures shall be supported from the structure and shall not be dependent on the hung ceilings for their support.
4. All outside fixtures shall be of a type that will prevent insect accumulation inside the fixtures.
5. Exterior fixtures shall be weatherproof and rustproof.
6. Luminaire wire shall be Type "AF", or other acceptable type.

C. Lamps

1. LED lamps shall be for 120 volt operation, unless otherwise specified.
2. LED lamps shall be of the appropriate type for the LED fixture specified.

PART3 EXECUTION

3.1 INSTALLATION/APPLICATION/ERECTION

A. General

1. The CONTRACTOR shall furnish all light fixtures, lighting equipment, components, hangers, etc., as shown on the Contract Drawings and shall install them at the locations shown on the Contract Drawings.
2. All fixture wiring shall be in conformance with the latest revision of the NEC and the UL standards.
3. Lamps of the proper type, wattage and voltage rating shall be delivered to the project in the original cartons and installed the fixtures just prior to the completion of the project, with spare lamps as listed on the Contract Drawings.

4. All LED lamps used during the building construction in contract lighting fixtures prior to 2 weeks from the completion of the work shall be removed and replaced with new lamps.

B Luminaires

1. Fixtures shall be rigidly mounted against the surface of the ceiling unless otherwise noted on the Contract Drawings. Conduit runs to and between fixtures shall be rigid metallic type. Use of flexible conduit for connection to fixtures is prohibited.
2. All ferrous metal surfaces of fixtures and plaster frames shall be treated and given rust-inhibiting and finish coat adherence properties before final enamel coats are applied. Finish enamel coat shall be baked on at approximately 320°F.
3. Similar fixtures in each room or area shall be installed with bottom of fixtures at same elevation, unless otherwise noted.
4. Branch circuits for lighting shall be installed in rigid conduit from panelboard to fixture.
5. Outlets shall be as specified herein and shall be suitable for the installation conditions encountered.
6. Rigid fixture hangers shall be used for all pendant mounted fixtures.
7. Conduit run in areas with hung ceilings shall be installed in the space above the hung ceiling as close to the structure as possible. Conduits shall be supported from the structure.
8. All ceiling grid mounted LED fixtures shall be installed to fit the actual field layout of the grid system.
9. No LED fixtures shall be hung or installed until after painting is completed, however, temporary lighting shall be provided by the CONTRACTOR. Fixtures in suspended ceilings shall be fastened to the main tee's of the ceiling grid.
10. All fixtures shall be left in a clean condition, free of dirt and defects, before acceptance by the ENGINEER.

OF SECTION