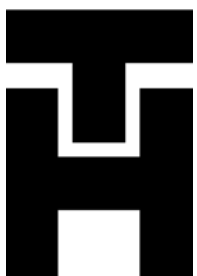


**CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**

**FOR
RFB 2016-08
VEHICLE WASH SYSTEM
ISLE OF PALMS PUBLIC WORKS
PREPARED FOR
CITY OF ISLE OF PALMS, SC**

APRIL 15, 2016

J - 25711



Prepared by:

THOMAS & HUTTON

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DOCUMENT 00021**INVITATION TO BID****Legal Notice**

1. Sealed proposals for Vehicle Wash System, Isle of Palms Public Works owned by The City of Isle of Palms will be received by The City at City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 until 2:00 pm., Eastern Standard Time, Monday, October 17, 2016 at which time they will be publicly opened.
2. The project consists of the following generally described work: Limited Site Demolition, Clearing, Site Work, Fencing, Storm Drainage, Pre-engineering Building Construction, and a Vehicle Wash System.
3. Plans and Specifications are open to inspection at The City of Isle of Palms or may be obtained from Thomas & Hutton Engineering Co., Post Office Box 1522, Mt. Pleasant, South Carolina 29465-1522 upon payment of \$75.00 (plus shipping charges as applicable). The payment is non-refundable.
4. Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in South Carolina with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
5. Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
6. A Pre-Bid Conference will be held on Monday, September 26, 2016 at 2:00 P.M. at the Isle of Palms Public Works Department located at 1303 Palm Boulevard. All prospective bidders are required to attend. Failure to attend could be cause for rejection of the bid.

CITY OF ISLE OF PALMS

END OF INVITATION TO BID

DOCUMENT 00110**INSTRUCTIONS TO BIDDERS**

INTENTION: It is intended the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

ARTICLE 1 **DEFINED TERMS:** In addition to the terms defined in the General Conditions, (EJCDC C-700)(2007), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. **Bidder** - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. **Successful Bidder** - The lowest, responsible, and responsive Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award.
- 1.3. **Bid** - A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
- 1.4. **Addenda** - Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

ARTICLE 2 **BID FORM:** All Bids must be made upon the Bid Forms hereto annexed, and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the specifications. **Deposits for plans and specifications are not refundable.**

- 2.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 2.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 2.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 2.4 All names must be typed or printed in black ink below the signature.
- 2.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.)

- 2.6 The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 3 QUALIFICATIONS OF BIDDERS:

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be necessary to assist Owner in determining Contractor's qualifications.
- 3.2 Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.

ARTICLE 4 COPIES OF BIDDING DOCUMENTS:

- 4.1 Complete sets of Bidding Documents must 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.
- 4.2 Owner and Engineer in making copies of Bidding Documents available for a non-refundable deposit do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 5 EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE:

- 5.1 It is the responsibility of each Bidder before submitting a bid:
- 5.1.1 To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
- 5.1.2 To visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
- 5.1.3 To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- 5.1.4 To obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, an Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance or the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly

- required of the bidding documents, and safety precautions and programs incident thereto;
- 5.1.5 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
 - 5.1.6 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;
 - 5.1.7 to agree at the time of submitting its Bid that 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 and in accordance with the other terms and conditions of the Bidding Documents;
 - 5.1.8 To 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;
 - 5.1.9 To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 PRE-BID CONFERENCE: A pre-Bid conference will be held on Monday, September 26, 2016 at 2:00 P.M at the City of Isle of Palms Public Works Department located at 1330 Palm Boulevard . Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are required 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:

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. The person submitting the request shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 BID SECURITY:

- 8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety company licensed in *South Carolina* with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability."
- 8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids that are not competitive will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT COMPLETION TIME: The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 10 SUBSTITUTE AND "OR-EQUAL" ITEMS:

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and

quality to be met by any proposed substitute or "or equal" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or equal" 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. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. 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 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.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

- 11.1 Each bid must be accompanied by a list of Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. 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, individual, or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER or ENGINEER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute,
- 11.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contact to the next lowest Bidder proposing to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not 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 revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 11.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 12 SUBMITTAL OF BIDS: The deadline for submission of bids is 2:00p.m. Eastern Standard Time on Monday, October 17, 2016. Submissions must be received at the Isle of Palms City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Contractor license number(s) shall be written on the face of the bid envelope.

Each Bidder is responsible for seeing their Bid is received by the Owner not later than the advertised time set for the opening of Bids.

Bidders acknowledge and agree that the Owner will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the Owner's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

ARTICLE 13 MODIFICATION AND WITHDRAWAL OF BIDS:

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.
- 13.2 If, within twenty-four 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 there was a material and substantial mistake in the preparation of its Bid, Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, Bidder will be disqualified from further bidding on the Work to be provided.

ARTICLE 14 OPENING OF BIDS: Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15 ACCEPTANCE OF BIDS: Bids may not be withdrawn (except as noted in Paragraph 13) after the time set for the opening of Bids. Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

ARTICLE 16 AWARD OF CONTRACT:

- 16.1 The contract will be awarded pursuant to the City of Isle of Palms Procurement Ordinance. Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to a Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 16.2 Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the

Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 16.3 In evaluating Bids, Owner will consider the qualification of Bidders, 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.

The Owner will also consider whether the Bidder involved:

- a) Maintains a permanent place of business;
- b) Has adequate plant and equipment to do the work properly and expeditiously;
- c) Has suitable financial status to meet obligations incidental to the work;
- d) Has appropriate technical experience.

- 16.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 16.5. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 16.6. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates the award will be in the best interest of the Project.

- 16.7. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

ARTICLE 17 MODIFICATIONS OF QUANTITIES: If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items considered to be in the best interest of the Owner.

ARTICLE 18 CONTRACT SECURITY: The General Conditions and Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the

Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

ARTICLE 19 SIGNING THE AGREEMENT: When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, Contractor shall sign and deliver the required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

ARTICLE 20 LAWS AND REGULATIONS: The Contractor shall comply with local, District, County, State, and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL) 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from this Department.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, 'A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.' Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

ARTICLE 21 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Contractor and Subcontractors, if any, shall not commence work under this contract until obtaining all the insurance required by the Supplementary Conditions.

ARTICLE 22 TERMINATION OF CONTRACT: If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed in accordance with Paragraph 15.03 of the General Conditions and the Supplementary Conditions.

ARTICLE 23 COORDINATION WITH OTHER CONTRACTORS: The site will have existing underground storage tanks location in the fueling area of the compound replaced sometime during the period after Labor Day 2016 up to April 2017. Contractor shall coordinate their work with this work by others.

ARTICLE 24 **PERMITS:** The Contractor must have or be able to procure a City of Isle of Palms Business License.

END OF SECTION

DOCUMENT 00313

BID FORM

PROJECT IDENTIFICATION: Vehicle Wash System, Isle of Palms Public Works

CONTRACT IDENTIFICATION AND NUMBER: T&H J-25711

THIS BID IS SUBMITTED TO: City of Isle of Palms, Isle of Palms, South Carolina

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.
 - b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work;
- d. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.

- e. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.
 - f. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
 - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID

LUMP SUM BID PRICE: _____

(Use words)

(\$ _____)

(Figures)

5. BIDDER agrees the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 195 calendar days after the date when the Contract Times commence to run.

6. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid:

- a. Required Bid Security in the form of 10 percent of the Bid Total Price.
- b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- c. Required BIDDER's Qualification Statement with supporting data.

8. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

9. Communications concerning this Bid shall be addressed to:

Attn: _____

10. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 2016.

CONTRACTOR'S NAME

ADDRESS:

BY: _____

DOCUMENT 00411

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

City of Isle of Palms
1207 Palm Boulevard
Isle of Palms, South Carolina

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

Vehicle Wash System, Isle of Palms Public Works

BOND

BOND NUMBER: _____ DATE: _____
(Not later than Bid Due Date)

PENAL SUM: _____
(10% of Bid Sum)

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

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

PENAL SUM FORM

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.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract 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 and Contract Document, 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 and any and all defenses based on arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice 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 the Bond conflicts with any applicable provision of 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.

DOCUMENT 00506**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between City of Isle of Palms (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

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

Vehicle Wash System, Isle of Palms Public Works

- A. Furnishing all labor, materials, tools, equipment and incidentals to complete the Work generally described below:
1. Limited Site Demolition; Clearing; Site work, landscape replacement, fencing, storm drainage, pre-engineering building construction, vehicle wash.
 2. Equipment purchase and installation, electrical, and related for vehicle wash system at the City of Isle of Palms Public Works Facility. Pre-engineered building includes wash system, white goods structure, and wash system equipment room.

ARTICLE 2 ENGINEER

The Project has been designed by Thomas & Hutton Engineering Co., PO Box 1522, Mt. Pleasant, SC 29465, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

TIME IS OF THE ESSENCE: All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of essence to the Contract.

- 3.1 The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 195 days after the date when the Contract Times commence to run. Included in the contract times are 25 days for rain delay. Time delays due to rain in excess of the above days shall be

withhold, in accordance with paragraph 14.02 of the General Conditions.

90% of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A.1 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to **95%** of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 INTEREST

All moneys not paid within thirty (30) days of the due date as provided in Article 14 of the General Conditions, shall bear interest at the maximum rate allowed by law in South Carolina.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda indicated in Article 8 hereinafter) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical

conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. CONTRACTOR acknowledges such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site relating to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation to Bid (Pages 00021-1 to 00021-2, inclusive)
- 8.2 Instructions to Bidders (pages 00110-1 to 00110-8, inclusive)
- 8.3 Bid Form (pages 00313-1 to 00313-4, inclusive)
- 8.4 Bid Bond (pages 00411-1 to 00411-2, inclusive)
- 8.5 Standard Form of Agreement Between Owner and Contractor (pages 00506-1 to 00506-8, inclusive)

- 8.6 Performance Bond (pages 00611-1 to 00611-6. Inclusive)
- 8.7 Payment Bond (pages 00621-1 to 00621-6, inclusive)
- 8.8 Notice of Award (pages 00631-1 to 00631-3, inclusive)
- 8.9 Notice to Proceed (pages 00641-1 to 00641-2, inclusive)
- 8.10 General Conditions (pages 1 to 62, inclusive)
- 8.11 Special Conditions (pages 00710-1 to 00710-6, inclusive)
- 8.12 Supplementary Conditions (pages 00815-1 to 00815-4, inclusive)
- 8.13 Summary of Work (pages 01011-1 to 01011-5, inclusive)
- 8.14 Submittals (pages 01300-1 to 01300-7, inclusive)
- 8.15 Quality Control (pages 01400-1 to 01400-4, inclusive)
- 8.16 Testing Services (pages 01410-1 to 01410-5, inclusive)
- 8.17 Closeout Procedures (pages 01702-1 to 01702-9, inclusive)
- 8.18 Operations and Maintenance (pages 01730-1 to 1730-5, inclusive)
- 8.19 Warranties (pages 01740-1 to 01740-3, inclusive)
- 8.20 Bonds (pages 01741-1 to 1741-3, inclusive)
- 8.21 Technical Specifications as listed in the Table of Contents.
- 8.22 Drawings consisting of sheets CO through INTERCLEAN 12 with each sheet bearing the following general title:

Sheet	Description	Job No.
CO	COVER SHEET	25711
G1.1	GENERAL NOTES AND INDEX	25711
C1.1	EXISTING CONDITIONS PLAN	25711
C1.2	EROSION CONTROL AND TREE PROTECTION PLAN	25711
EC1.1	SWPPP NOTES	25711
EC1.2	SWPPP CHARTS	25711
EC1.3	SWPPP DETAILS	25711
EC1.4	SWPPP DETAILS	25711
C2.1	PAVING, GRADING, AND DRAINAGE PLAN	25711
C2.2	PAVING, GRADING, AND DRAINAGE DETAILS	25711
C3.1	MISCELLANEOUS DETAILS	25711
LS2.1	LANDSCAPING DETAILS & NOTES	25711
LS2.2	LANDSCAPING NOTES	25711
LS2.3	LANDSCAPING NOTES	25711
S0.1	STRUCTURAL GENERAL NOTES	25711

Sheet	Description	Job No.
S0.2	STRUCTURAL TYPICAL DETAILS	25711
S1.0	WHITE GOODS FOUNDATION PLAN	25711
S1.1	EQUIPMENT ROOM FOUNDATION PLAN	25711
S1.2	WASH SYSTEM FOUNDATION PLAN	25711
S1.3	WASH SYSTEM ELEVATIONS	25711

E1.1	ELECTRICAL SITE PLAN	25711
E1.2	ENLARGED ELECTRICAL POWER, LIGHTING & LOW VOLTAGE PLANS	25711
E1.3	ELECTRICAL SCHEDULES AND DETAILS	25711
E1.4	ELECTRICAL NOTES & SYMBOLS AND MISCELLANEOUS DETAILS	25711

INTERCLEAN 00	DRAWING INDEX	25711
INTERCLEAN 01	3-D VIEW	25711
INTERCLEAN 02	PLAN VIEW	25711
INTERCLEAN 03	SIDE VIEW	25711
INTERCLEAN 04	END VIEW	25711
INTERCLEAN 05	PLUMBING SCHEMATIC	25711
INTERCLEAN 06	ELECTRICAL LAYOUT	25711
INTERCLEAN 07	EQUIPMENT LAYOUT	25711
INTERCLEAN 08	PIPING 3D	25711
INTERCLEAN 09	CONCRETE LAYOUT	25711
INTERCLEAN 10	PIT DETAIL	25711
INTERCLEAN 11	UNDERGROOUND PIPES	25711
INTERCLEAN 12	CONDUITS	25711

8.23 Addenda numbers ___ to ___, inclusive.

Exhibits to this Agreement:

- a. CONTRACTOR's Bid (page _____ through page _____ inclusive) marked "Exhibit _____."
- b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).
- c. Any modification, including Change Orders, duly delivered after execution of Agreement.
- d. [_____]

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys becoming due and moneys due, may not be assigned without such consent (except to the extent 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.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision coming as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 OTHER PROVISIONS

For rain delays in excess of the five (5) days per month, the Contractor shall be entitled to one day extension of time for each day in any given month that the actual rain days measured at the project exceeds the five (5) days. In order to qualify as a rain day, there must be at least two-tenths of an inch (0.2") precipitation on the date in question. The Contractor shall maintain a rain gauge at the site and keep and document rain measurements at its own expense. The Contractor shall submit any requests for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the contractor shall be entitled to no additional compensation as a consequence of rain or weather related extensions hereunder.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and

one counterpart to ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Agreement).

OWNER City of Isle of Palms

CONTRACTOR _____

BY (typed) _____

BY (typed) _____

BY _____

BY _____

ATTEST _____

ATTEST _____

Address for giving notices

Address for giving notices

City of Isle of Palms
1207 Palm Boulevard
Isle of Palms, South Carolina 29451

License No. _____

Agent for service of process: _____

CORPORATE SEAL

CORPORATE SEAL

DOCUMENT 00611**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, _____,
(Name & Address of Contractor)

hereinafter called "Principal" and _____,
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and

firmly bound unto _____ City of Isle of Palms _____

hereinafter called the "Owner" in the penal sum of _____

_____ Dollars (\$ _____)
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the Owner dated the _____ day of _____, 2016 for the construction of:

_____ Vehicle Wash System, Isle of Palms Public Works _____
(Name of Contract/Project)

which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default, or failure of performance on the part of said Principal, its agents, subcontractors or employees, in the execution or performance of said Construction Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligations under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. 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:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner in a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 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 4; and
 - 6.3 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.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after 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

period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory 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. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS:
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of 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.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto;
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 2016.

CONTRACTOR AS PRINCIPAL:

Principal

(Principal) Secretary

By: _____
(Signature & Title)

(SEAL)

Address

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a South Carolina registered agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

DOCUMENT 00621**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, _____,
(Name & Address of Contractor)

hereinafter called "Principal" and _____,
(Name & Address of Surety)

_____ of _____

State of _____, hereinafter called the "Surety" are held and

firmly bound unto _____ City of Isle of Palms _____

hereinafter called the "Owner" in the penal sum of _____

_____ Dollars (\$ _____)
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the Owner dated the _____ day of _____, 2016 for the construction of:

_____ Vehicle Wash System, Isle of Palms Public Works _____
(Name of Contract/Project)

which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Construction Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

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

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and, with substantial accuracy, the amount of claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. Compliance shall be considered sufficient if a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts undisputed and basis for challenging any amounts disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. 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 all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. 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. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the 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. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS:
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, material, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment," that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 2016.

CONTRACTOR AS PRINCIPAL:

Principal

(Principal) Secretary

By: _____
(Signature & Title)

(SEAL)

Address

Witness as to Principal

Address

SURETY:

Surety (Company)

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Witness as to Surety

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a South Carolina registered agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00631
NOTICE OF AWARD

Dated _____

TO: _____
(Bidder)

ADDRESS: _____

JOB NO.: _____

PROJECT: _____

CONTRACT
FOR: Vehicle Wash System, Isle of Palms Public Works

You are notified your Bid dated _____, 2016, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

(Indicate total Work, alternates or sections of Work awarded)

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

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

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

You must comply with the following conditions precedent within 15 days of this Notice of Award, which is by _____, 20_____.

1. You must deliver to the OWNER _____ fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the page (pages _____.)
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 8), General Conditions (paragraph 5.01) and Supplementary Conditions.
3. (List other conditions precedent)

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

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Isle of Palms _____
OWNER

By: _____

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

Section 00641
NOTICE TO PROCEED

Dated: _____

TO: _____
(Bidder)

ADDRESS: _____

JOB NO.: J- _____

PROJECT: _____ Vehicle Wash System,
_____ Isle of Palms Public Works

CONTRACT FOR: _____

You are notified the Contract Times under the above contract will commence to run on _____, 2016. By such date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____, 2016 and _____, 2016, respectively.

Before you may start any Work at the site, paragraph 2.01 of the General Conditions provides you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Before you may start any Work at the site, you must have submitted the following: Certificate of Insurance, Performance Bond, and Payment Bond.

OWNER

By: _____

(Title)

ACCEPTANCE OF NOTICE TO PROCEED

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

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

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

3.04 *Amending and Supplementing Contract Documents*

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

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

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

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

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

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

C. *Possible Price and Times Adjustments:*

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

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

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.02 *Licensed Sureties and Insurers*

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

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

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Insurance*

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

5.07 *Waiver of Rights*

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

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

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

6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

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

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

2. *Substitute Items:*

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

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

7.02 Coordination

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

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

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

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

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

11.02 Allowances

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

11.03 Unit Price Work

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

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

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

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

12.01 Change of Contract Price

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

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

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

12.02 *Change of Contract Times*

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

12.03 *Delays*

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

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

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

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 *Tests and Inspections*

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

13.04 *Uncovering Work*

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

14.05 *Partial Utilization*

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

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

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

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

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

15.03 *Owner May Terminate For Convenience*

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

15.04 *Contractor May Stop Work or Terminate*

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

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

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

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

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

DOCUMENT 00710

SPECIAL CONDITIONS

SC-1 DESCRIPTION OF THE WORK: The work consists of Vehicle Wash System, site improvements, pre-engineered metal buildings for the Isle of Palms Public Works and incidental construction in accordance with the plans and specifications.

SC-2 COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence work within 15 days after Notice to Proceed is issued. Work shall be completed within 195 calendar days.

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work in which event actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount specified in the agreement.

SC-3 DRAWINGS: The work shall conform to the following drawings, all of which form a part of, and are included in, these specifications and are available in the office of Thomas & Hutton Engineering Co., Post Office Box 1522, Mt. Pleasant, South Carolina 29465-1522.

Sheet	Description
CO	COVER SHEET
G1.1	GENERAL NOTES AND INDEX
C1.1	EXISTING CONDITIONS PLAN
C1.2	EROSION CONTROL AND TREE PROTECTION PLAN
EC1.1	SWPPP NOTES
EC1.2	SWPPP CHARTS
EC1.3	SWPPP DETAILS
EC1.4	SWPPP DETAILS
C2.1	PAVING, GRADING, AND DRAINAGE PLAN
C2.2	PAVING, GRADING, AND DRAINAGE DETAILS
C3.1	MISCELLANEOUS DETAILS
LS2.1	LANDSCAPING DETAILS & NOTES
LS2.2	LANDSCAPING NOTES
LS2.3	LANDSCAPING NOTES
S0.1	STRUCTURAL GENERAL NOTES
S0.2	STRUCTURAL TYPICAL DETAILS
S1.0	WHITE GOODS FOUNDATION PLAN
S1.1	EQUIPMENT ROOM FOUNDATION PLAN
S1.2	WASH SYSTEM FOUNDATION PLAN
S1.3	WASH SYSTEM ELEVATIONS
E1.1	ELECTRICAL SITE PLAN
E1.2	ENLARGED ELECTRICAL POWER, LIGHTING & LOW VOLTAGE PLANS
E1.3	ELECTRICAL SCHEDULES AND DETAILS
E1.4	ELECTRICAL NOTES & SYMBOLS AND MISCELLANEOUS DETAILS

INTERCLEAN 00	DRAWING INDEX
INTERCLEAN 01	3-D VIEW
INTERCLEAN 02	PLAN VIEW
INTERCLEAN 03	SIDE VIEW
INTERCLEAN 04	END VIEW
INTERCLEAN 05	PLUMBING SCHEMATIC
INTERCLEAN 06	ELECTRICAL LAYOUT
INTERCLEAN 07	EQUIPMENT LAYOUT
INTERCLEAN 08	PIPING 3D
INTERCLEAN 09	CONCRETE LAYOUT
INTERCLEAN 10	PIT DETAIL
INTERCLEAN 11	UNDERGROUND PIPES
INTERCLEAN 12	CONDUITS
INTERCLEAN 00	DRAWING INDEX
INTERCLEAN 01	3-D VIEW
INTERCLEAN 02	PLAN VIEW
INTERCLEAN 03	SIDE VIEW
INTERCLEAN 04	END VIEW

- SC-4 LAYOUT OF WORK:** Control lines and master benchmarks will be furnished by the Owner. The Contractor will lay out work and will be responsible for all measurements in connection therewith.
- SC-5 OBSERVATIONS AND TESTS:** Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first class condition for a 30-day operating period after the same has been completed as a whole and the Engineer has notified the Contractor and Owner in writing the work has been finished. The Contractor shall pay for all testing and shall engage a mutually acceptable laboratory or qualified individual to conduct the tests in accordance with these specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.
- SC-6 BONDS:** The Performance Bonds in the amount of 100% of the contract amount and Payment Bonds in the amount of 100% of the contract amounts shall be furnished in accordance with Article 5 of the General Conditions.
- SC-7 HOLD HARMLESS CLAUSE:** The Contractor agrees to hold harmless, indemnify and defend the Owner and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any an all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, its agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure this clause is in conformity with the insurance provisions of the contract.

- SC-8 CONTRACTOR'S STATUS:** It is agreed the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.
- SC-9 CONTRACTOR'S AFFIDAVIT:** Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of South Carolina to the effect all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.
- SC-10 RESIDENT PROJECT ENGINEER:** The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.
- SC-11 BARRICADES, DANGER AND WARNING SIGNS:** The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic, and warn pedestrians. Upon completion all barricades, signs and the like shall be removed.
- SC-12 ACCIDENTS:** The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, and the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise its superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor to use in case of an accident.
- SC-13 SANITARY PROVISIONS:** The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the County health Engineer. All facilities shall be removed at the completion of the contract.
- SC-14 MODIFICATION OF QUANTITIES:** The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in the contract for the lump sum prices bid.

- SC-15 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:** The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The Contractor shall call for underground utility locations. Underground utilities location service can be contacted at 1-888-721-7877 (SC). The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies any relocation, adjustment, or replacement of utility facilities.
- SC-16 INTERRUPTION OF UTILITY SERVICE:** The Contractor's operations shall be conducted to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Engineer.
- SC-17 OMISSION:** The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not shown in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.
- SC-18 MEASUREMENT AND PAYMENT:** Measurement and payment shall be made at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.
- SC-19 "OR EQUIVALENT," CLAUSE:** Although the plans and specifications make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names that are different from those mentioned in the contract documents, information pertaining to such items must reach the hands of the Engineer at least 15 days prior to the date set for the opening of bids. The burden of proving equality of a proposed substitute to an item designated by trade name or by manufacturer's name in the contract document rests on the party submitting the request for acceptance. The written application for review of a proposed substitute must be accompanied by technical data that the party requesting review desires to submit in support of its application. The Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users or any other written information that is reasonable in the circumstances. The application to the Engineer for review of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the contract documents. The degree of proof required for acceptance of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Engineer beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the contract documents.

If submittal is accepted by the Engineer, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids.

The Engineer shall be the final judge on questions of similarity and equality.

SC-20 PROPERTY CORNERS: The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of South Carolina.

DOCUMENT 00815

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

- SC-1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) have the meanings assigned to them in the General Conditions.
- SC-2.02.A Paragraph 2.02.A is revised to read as follows:
- “Owner shall furnish to Contractor three (3) printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.”
- SC-2.05.A.4 Add the following new paragraph to the General Conditions after paragraph 2.05.A.3:
- “4. A schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and necessity for extensive storage facilities at the job site.”
- SC-4.01.B As Owner is a municipality and not subject to mechanic's liens, Paragraph 4.01.B is deleted from the General Conditions in its entirety.
- SC-4.06.G Paragraph 4.06 G is deleted from the General Conditions in its entirety.
- SC-5.03.B Paragraph 5.03 B is deleted from the General Conditions in its entirety.
- SC-5.02.A Add the following:
- “Bonding surety shall be licensed in the state in which the work is being performed. “
- SC-5.04.B.7 Add the following new paragraphs to the General Conditions after paragraph 5.04.B.6:
- “7. The Contractor shall not commence work under this contract until it has obtained all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and accepted. The limits of liability for the insurance required by this paragraph shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Worker's Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract, the statutory Worker's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and, in case such work is sublet, the Contractor should require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.

b. Contractor's General Liability Insurance shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The policy shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages or personal injury, including accidental death, a well as from claims for property damage, which may arise from operations under the contract, whether such operations be by Contractor, Subcontractor, or by anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:

(1) General Aggregate \$5,000,000

(2) Products-Completed Operations Aggregate \$5,000,000

(3) Personal and Advertising Injury \$2,000,000

(4) Each Occurrence (Bodily Injury/Wrongful Death and Property Damage) \$2,000,000

(5) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(6) Excess or Umbrella Liability (This coverage is not in addition to the limits in other coverages. Any combination that provides \$2,000,000 coverage per individual and \$5,000,000 in aggregate will fulfill this condition.)

(i) General Aggregate \$5,000,000

(ii) Each Occurrence \$2,000,000

c. Automobile Liability:

(1) Bodily Injury: Each Person \$1,000,000

Each Accident \$2,000,000

(2) Property Damage: Each Accident \$500,000

d. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

Each Accident	\$2,000,000
Annual Aggregate	\$5,000,000

- e. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.

The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of its obligation of completing the work covered by the Contract.

- f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after 10 days' written notice has been received by the Owner.
- g. The City of Isle of Palms and Thomas and Hutton Engineering Co. shall be named as an additional insured on all certificates of insurance."

SC-5.06 Paragraph 5.06 is deleted from the General Conditions in its entirety.

SC-5.07 Paragraph 5.07 is deleted from the General Conditions in its entirety.

SC-5.08 Paragraph 5.08 is deleted from the General Conditions in its entirety.

SC-5.09 Paragraph 5.09 is deleted from the General Conditions in its entirety.

SC-5.10 Paragraph 5.10 is deleted from the General Conditions in its entirety.

SC-6.02.B Add the following:

"The Contractor shall provide in writing any requests to work on weekends. Requests shall be submitted to the Owner and Engineer for consideration a minimum of 48 hours prior to the requested weekend. Contractor shall abide by working hours allowed by the Municipality. Generally working hours are limited to 7:00 am to 5:00 pm Monday thru Friday.

Owner will not be responsible for Contractor's overtime; holiday pay or weekend pay. Contractor agrees to hold Owner harmless from any and all violations of state or federal labor laws caused directly or indirectly by Contractor's actions in performance of this Contract and further agrees to indemnify Owner for any fines, penalties, fees, or other monies assessed against Owner for such violations."

SC-6.07.B Paragraph 6.07 B is deleted from the General Conditions in its entirety.

SC-6.08.A Add the following:

"The Contractor shall not proceed until all encroachment permits, curb cut permits, highway crossing permits, and railroad crossing permits have been secured. Owner shall obtain the encroachment permit from the SCDOT. Contact Owner to ascertain status of permits and obtain a copy of the permits. Contractor shall maintain a copy of the permits on site during the work.

Contractor must have or be able to obtain a City of Isle of Palms Business License."

SC-6.09.D-E Add new paragraphs after paragraph 6.09.C of the General Conditions that read as follows:

"D. The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

The Bidder's attention is directed to the fact all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

The Contractor shall keep fully informed of all laws, ordinances and regulations of Federal, State, City and County, in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. Contractor shall at all times, observe and comply with all such existing and future laws, ordinances, and regulations.

E. Owner is a municipal corporation subject to South Carolina statutory and Constitutional restraints which prevent it from expending amount in excess of that budgeted and approved by the City. No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of the Owner within the meaning of any constitutional debt limitation except for any funding which may have been budgeted for this contract from general obligation revenues specifically related to the Project. Beyond the amount approved by the Owner's relevant resolutions, the taxing power of the Owner is not and may not be pledged directly or indirectly or contingently to secure any monies due under this Contract. No provisions of this Contract shall be construed to pledge or create a lien on any class or source of the Owner's monies nor shall any provision of this Contract restrict the future issuance of any of the Owner's bonds or obligations payable from any class or source of the City's monies."

SC-6.12.B Add a new paragraph after paragraph 6.12.A of the General Conditions that is to read as follows:

“B. Record Data Drawings:

1. The Contractor shall keep accurate, legible records of the elevations, locations, types, and sizes of sanitary sewage lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of “record” drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to the State Plane Coordinate System. Invert and frame elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These “record” drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

2. Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Engineer a completed set of “record” drawings accurately depicting the data described above. The horizontal and vertical locations as shown on the “record” drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in the State in which the project is located. “Record” Drawings shall be submitted on a marked up set of project construction prints or electronically. Thomas & Hutton shall prepare original “record” drawings from the submitted data. When completed, Thomas & Hutton shall have the licensed surveyor stamp and sign the original “record” drawings before making copies available to the Owner or other appropriate agencies.”

SC-6.13.A.3 Add the following:

“Safely guard the Owner's property from damages, injury, or loss in connection with this contract. Contractor shall at all times guard and protect its own work and all materials of every description both before and after being used in the work.

Contractor shall provide any enclosing or special protection from weather deemed necessary by Engineer without additional cost to the Owner. Partial payments under the contract will not relieve the Contractor from responsibility for protection of material, work, and property.”

SC-8.09.B-C Add the following new paragraphs to the General Conditions after paragraph 8.09.A:

“B. Personal Liability:

No officer or agent of the Owner, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

C. Owner's Site Representative:

The Owner's Site Representative or his designee shall reserve the right to periodically audit the Contractor's job site(s) to ensure compliance with applicable safety regulations, rules, and standards. The Owner's Site Representative shall reserve the right to stop the work, if a hazardous situation is observed that, in the opinion of the Representative, is immediately dangerous to life or health. The job shall remain closed until such time as the unsafe condition is corrected to the satisfaction of the Representative. In all cases, the Representative shall make every effort to contact the Contractor's designated safety representative. The Representative does not have to allow a condition to persist in order to satisfy any requirement to contact the Contractor's designated safety representative. No additional compensation shall be added to the Contract Price, and the Owner shall not be liable for any expenses or damages incurred by the Contractor as a result of stopping work to correct a condition that is immediately dangerous to life or health. No additional time shall be added to the Contract Time as a result of stopping work by the Owner's Site Representative to correct a condition that is immediately dangerous to life or health. "

SC-9.02.C Add a new paragraph after paragraph 9.02.B of the General Conditions that is to read as follows:

"C. If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase or efficiency, number, or improvements, shall not relieve the Contractor's obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner."

SC-9.05 Add the following sentence at the end of paragraph 9.05 of the General Conditions:

"Owner and Engineer have the right to reject defective materials. Defective materials shall not be used in the work."

SC-10.05.A The first sentence of Paragraph 10.05.A is revised to read as follows:

"Engineer's Decision Required: All claims shall be referred to the Engineer for decision."

- SC-13.03.A Add the following sentences to paragraph 13.03.A of the General Conditions:
- “The Contractor will be required to maintain all work in a condition acceptable to the Engineer for a 30-day operating period after the same has been completed as a whole, and the Engineer has notified the Contractor and Owner in writing that the work has been finished. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations and tests.”
- SC-14.02.C Paragraph 14.02.C is revised to read as follows:
- “1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02D) become due, and when due will be paid by Owner to Contractor.”
- SC-14.04.C The third sentence of Paragraph 14.04.C is revised to read as follows:
- “Owner shall have fourteen (14) days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list.”
- SC-14.04.D The last sentence of Paragraph 14.04.D is revised to read as follows:
- “Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment, subject to the provisions of Paragraph 10.05. “
- SC-14.05.A.4 Paragraph 14.05.A.4 is deleted from the General Conditions in its entirety.
- SC-14.07.B.1 The second sentence of Paragraph 14.07.B.1 is revised to read as follows:
- “At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable.”
- SC-14.08.A The last sentence of Paragraph 14.08 A is revised to read as follows:
- “Such payment shall be made under the terms and conditions governing final payment.”
- SC-14.09 Paragraph 14.09 is deleted from the General Conditions in its entirety.
- SC-15.02.C The fourth sentence of Paragraph 15.02.C is revised to read as follows:
- “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, subject to the provisions of Paragraph 10.05.”
- SC-15.03 Paragraph 15.03.A.1 is revised to read as follows:

"1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination."

Paragraphs 15.03.A.2-4 are deleted from the General Conditions in their entirety.

SC-16 Paragraph 16.01 and subparagraphs A, B and C are deleted from the General Conditions in their entirety and replaced with the following:

"16.01 Mediation

Either Owner or Contractor may request mediation of any Claim decided by Engineer pursuant to Paragraph 10.05 before such decision becomes final and binding. Mediation shall be a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator within 30 days of Engineer's written action under Paragraph 10.05 C or denial pursuant to Paragraphs 10.05 C(3) or 10.05 D. Timely submission of the request shall stay the effect of Paragraph 10.05 E. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 15 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 30 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The process shall be concluded within 60 days of filing the initial request for mediation. The date of termination of the mediation shall be determined by the mediator. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

If the Claim is not resolved by mediation, the Engineer's action under Paragraph 10.05 C or a denial pursuant to Paragraphs 10.05 C(3) or 10.05 D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor submits the Claim to a court of competent jurisdiction. Nothing herein shall be interpreted as waiving Owner's right to a jury trial."

SC-17.03 Paragraph 17.03 is deleted from the General Conditions in its entirety.

END OF SUPPLEMENTARY CONDITIONS

INDEX TO
SECTION 01011 - SUMMARY OF WORK

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01011-1
1.2	Work Required	01011-1
1.3	Contract Drawings	01011-2
1.4	Contract Technical Specifications	01011-2
1.5	Work Schedule	01011-3
1.6	Owner Occupancy Schedule	01011-3

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01011
SUMMARY OF WORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Contract Description.
- B. Work required by Contract.
- C. Contract Drawings.
- D. Contract Technical Specifications.
- E. Owner occupancy.

1.2 WORK REQUIRED

- A. Consists of Contractor furnishing all labor, materials, tools, equipment and incidentals to complete the Work generally described below:
 - 1. Limited Site Demolition; Clearing; Site work, landscape replacement, fencing, storm drainage, pre-engineering building construction, vehicle wash.
 - 2. Equipment purchase and installation, electrical, and related for vehicle wash system at the City of Isle of Palms Public Works Facility. Pre-engineered building includes wash system, white goods structure, and wash system equipment room.
- B. All work shall be performed as shown on the Drawings and as described in the Contract Documents and Technical Specifications.
- C. All work shall comply with standards described by the Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926, Subpart P, latest revision.

1.3 CONTRACT DRAWINGS

SHEET NO.	TITLE
CO	COVER SHEET
G1.1	GENERAL NOTES AND INDEX
C1.1	EXISTING CONDITIONS PLAN
C1.2	EROSION CONTROL AND TREE PROTECTION PLAN
EC1.1	SWPPP NOTES
EC1.2	SWPPP CHARTS
EC1.3	SWPPP DETAILS
EC1.4	SWPPP DETAILS
C2.1	PAVING, GRADING, AND DRAINAGE PLAN

C2.2	PAVING, GRADING, AND DRAINAGE DETAILS
C3.1	MISCELLANEOUS DETAILS
LS2.1	LANDSCAPING DETAILS & NOTES
LS2.2	LANDSCAPING NOTES
LS2.3	LANDSCAPING NOTES
S0.1	STRUCTURAL GENERAL NOTES
S0.2	STRUCTURAL TYPICAL DETAILS
S1.0	WHITE GOODS FOUNDATION PLAN
S1.1	EQUIPMENT ROOM FOUNDATION PLAN
S1.2	WASH SYSTEM FOUNDATION PLAN
S1.3	WASH SYSTEM ELEVATIONS

E1.1	ELECTRICAL SITE PLAN
E1.2	ENLARGED ELECTRICAL POWER, LIGHTING & LOW VOLTAGE PLANS
E1.3	ELECTRICAL SCHEDULES AND DETAILS
E1.4	ELECTRICAL NOTES & SYMBOLS AND MISCELLANEOUS DETAILS

INTERCLEAN 00	DRAWING INDEX
INTERCLEAN 01	3-D VIEW
INTERCLEAN 02	PLAN VIEW
INTERCLEAN 03	SIDE VIEW
INTERCLEAN 04	END VIEW
INTERCLEAN 05	PLUMBING SCHEMATIC
INTERCLEAN 06	ELECTRICAL LAYOUT
INTERCLEAN 07	EQUIPMENT LAYOUT
INTERCLEAN 08	PIPING 3D
INTERCLEAN 09	CONCRETE LAYOUT
INTERCLEAN 10	PIT DETAIL
INTERCLEAN 11	UNDERGROOUND PIPES
INTERCLEAN 12	CONDUITS

1.4 CONTRACT TECHNICAL SPECIFICATIONS

SECTION NO.	TITLE
01011	SUMMARY OF WORK
01012	SOIL INVESTIGATION DATA
01300	SUBMITTALS
01400	QUALITY CONTROL
01410	TESTING SERVICES
01702	CLOSEOUT PROCEDURES
01730	OPERATION AND MAINTENANCE
01740	WARRANTIES
02070	SELECTIVE DEMOLITION
02110	SITE CLEARING
02115	SPECIMEN TREE PROTECTION

02204	EARTHWORK
02210	SOIL EROSION CONTROL
02231	AGGREGATE BASE COURSE
02512sc	ASPHALTIC CONCRETE BINDER/SURFACE COURSES
02570	TRAFFIC CONTROL
02575	SURFACE RESTORATION
02720	STORM DRAINAGE
02831	CHAIN LINK FENCES AND GATES
02902	GRASSING
15010	GENERAL MECHANICAL
15040	GENERAL COMPLETION
15050	Basic Materials and Methods
15750	Ventilation Fans
15760	Electrical Unit Heaters
15801	Ductwork
15990	Testing and Balancing Air Systems
16010	General Requirements
16040	General Completion Electrical
16050	Basic Materials and Methods
16110	Conduit - Light Commercial
16120	Wires and Cables
16131	Electrical Boxes
16141	Wall Switches
16145	Receptacles
16160	Panel Boards
16161	Fuses
16170	Motor and Circuit Disconnects
16180	Dry Type Transformer
16190	Supporting Devices
16289	External Surge Protection Devices
16401	Service and Metering
16450	Grounding
16510	Lighting Fixtures
16890	Vibration and Seismic Control

1.5 WORK SCHEDULE

- A. Construct Work in stages to accommodate Owner's requirements during the construction period, coordinate construction schedule and operations with Owner.
- B. Contractor shall allow Owner to continue their operations at the site.
 1. A project work schedule will be submitted by the Contractor and mutually agreeable to all parties.
 2. Other work is and will continue during the life of this contract on and around the site by others. Contractor shall coordinate and cooperate with Owner/FLETC and other Contractors to continue all work.
 3. Contractor shall maintain perimeter security during the life of the project.

4. The project schedule shall be coordinated with the City and other contractors that may be working on the compound.
5. The site will have existing underground storage tanks replaced sometime during the period after Labor Day 2016 up to April 2017. Contractor shall coordinate their work with this work by others.
6. Work impacting traffic patterns cannot occur during peak hours. Contractor shall coordinate and plan around these days and times, or work within Owner and Tenant approved preset areas, and/or at the locations allowed by the Owner Tenant.
7. Contractor shall maintain uninterrupted access to the City compound during life of project.
8. Any impacts to traffic patterns shall be approved by the Owner and at least 10 business days prior to impact.

PART 2 – PRODUCTS

Not used

PART 3 – EXECUTION

Not used

END OF SECTION

INDEX TO
SECTION 01012 - SOIL INVESTIGATION

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Description	01012-1
1.2	Soil Investigation Data	01012-1

PART 2 – PRODUCTS

None in this Section.

PART 3 – EXECUTION

None in this Section

SECTION 01012
SOIL INVESTIGATION

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section includes information related to soils information.

1.2 SOIL INVESTIGATION DATA

- A. Subsurface data logs shall be provided by the Contractor. Actual conditions may vary. Contractor shall make borings and perform soil investigation work. Results from Contractor's investigation shall be shared promptly with the Owner.
- B. The boring logs and test results from the Contractor shall be submitted to the Owner. The Owner assumes no responsibility for the information.

PART 2 – PRODUCTS

None in this Section.

PART 3 – EXECUTION

None in this Section.

END OF SECTION

INDEX TO
SECTION 01300 - SUBMITTALS

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01300-1
1.2	Related Sections	01300-1
1.3	Submittal Procedures	01300-1
1.4	Construction Progress Schedules	01300-2
1.5	Product Data	01300-2
1.6	Shop Drawings	01300-3
1.7	Samples	01300-4
1.8	Design Data	01300-4
1.9	Test Reports	01300-4
1.10	Certificates	01300-4
1.11	Manufacturer’s Instructions	01300-5
1.12	Manufacturer’s Field Reports	01300-5
1.13	Erection Drawings	01300-5
1.14	Reviewed Shop Drawings	01300-5

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

SECTION 01300 – SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Erection drawings.

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control: Manufacturers' field services and reports.
- B. Section 01702 – Closeout Procedures: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes that have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor, or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed verifying review, approval, products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract

Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.

- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate lines for each major portion of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by allowances.

1.5 PRODUCT DATA

- A. Product Data For Review:
 - 1. Submitted to Engineer for review and conformance with information given in specifications and the design concept expressed in contract documents.

2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Submit the number of copies Contractor and Owner require, plus two copies retained by Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.6 SHOP DRAWINGS

- A. Contractor shall submit a minimum of 6 copies of each shop drawing to the Engineer for review.
- B. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents. Review of shop drawings by Engineer shall not relieve Contractor of its responsibility for accuracy of shop drawings nor for furnishing of all materials and equipment required by the contract even though such items may not be indicated on shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements, and similar information as applicable to the specific item for which shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without Contractor's stamp will be returned to Contractor without review.

No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Engineer.

Schedule of Submittals: Within 30 days of Contract award and prior to any shop drawing submittal, Contractor shall submit a schedule showing the estimated submittal date and desired acceptance date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.7 SAMPLES

- A. Samples For Review:
 - 1. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples For Information:
 - 1. Submitted for Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.8 DESIGN DATA

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information and conformance with information given in specifications and design concept expressed in contract documents.

1.9 TEST REPORTS

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01400 – Quality Control, Manufacturers' Field Services article.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Engineer's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 15 days of observation to Engineer for information.
- C. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Engineer or Owner.

1.14 REVIEWED SHOP DRAWINGS

- A. Engineer Review.
 - 1. Acceptable submittals will be marked "No Exceptions Taken." A minimum of three copies will be retained by the Engineer for Engineer's and Owner's use and remaining copies will be returned to Contractor.
 - 2. Submittals requiring minor corrections before the product is acceptable will be marked "Furnish as Corrected." Contractor may order, fabricate, and ship items included in submittals, provided the indicated corrections are made.
 - 3. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 - 4. The "Rejected" notation is used to indicate products not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 5. Only two copies of items marked "Revise and Resubmit" and "Rejected" will be reviewed and marked. One copy will be retained by Engineer and

the other copy with all remaining unmarked copies will be returned to Contractor for resubmittal.

- B. No Work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" or "Furnish as Corrected" notation. Contractor shall maintain at the job site a complete set of shop drawings bearing Engineer's stamp.
- C. Substitutions: In the event Contractor obtains Engineer's acceptance for use of products other than those listed first in Contract Documents, Contractor shall, at Contractor's own expense and using methods accepted by Engineer, make any changes to structures, piping and electrical work necessary to accommodate these products.
- D. Use of "No Exceptions Taken" or "Furnish as Corrected" notation on shop drawings or other submittals is general and shall not relieve Contractor of the responsibility of furnishing products of proper dimension, size, quality, quantity, materials, all performance characteristics, and to efficiently perform requirements and intent of Contract Documents. Engineer's review shall not relieve Contractor of the responsibility of errors of any kind on shop drawings. Review is intended only to assure conformance with design concept of the project and compliance with information given in Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

INDEX TO
SECTION 01400 – QUALITY CONTROL

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01400-1
1.2	Related Sections	01400-1
1.3	Quality Assurance - Control of Installation	01400-1
1.4	Tolerance	01400-1
1.5	References and Standards	01400-2
1.6	Testing Services	01400-2
1.7	Manufacturer's Field Services	01400-3
PART 2 – PRODUCTS		
	Not Used	
PART 3 – EXECUTION		
3.1	Examination	01400-3
3.2	Preparation	01400-3

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Testing laboratory services.
- E. Manufacturer's field services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturer's instructions and certificates.
- B. Section 01410 - Testing Services.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions and position before securing in place.
- D. Accessible routes shall not exceed maximum ADA allowable slopes.

1.5 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current with date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract or those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Contractor will appoint and employ services of an independent firm to perform testing. Contractor shall pay for testing services required by the specifications
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Owner and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform Work to contract requirements.

- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 15 days in advance of required observations. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01300 - SUBMITTALS, MANUFACTURER'S FIELD REPORTS article.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

INDEX TO
SECTION 01410 - TESTING SERVICES

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01410-1
1.2	Related Sections	01410-1
1.3	References	01410-1
1.4	Selection and Payment	01410-2
1.5	Quality Assurance	01410-2
1.6	Contractor Submittal	01410-2
1.7	Testing Agency Responsibilities	01410-2
1.8	Testing Agency Reports	01410-3
1.9	Limits on Testing Authority	01410-3
1.10	Contractor Responsibilities	01410-3

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

SECTION 01410

TESTING SERVICES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Testing agency responsibilities.
- D. Testing agency reports.
- E. Limits on testing authority.
- F. Contractor responsibilities.
- G. Schedule of tests.

1.2 RELATED SECTIONS

- A. Testing and approvals required by public authorities.
- B. Section 01300 – Submittals: Manufacturer's certificates.
- C. Section 01702 – Contract Closeout: Project record documents.

1.3 REFERENCES (LATEST REVISION)

- A. ASTM C 802 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.
- B. ASTM C 1077 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093 – Practice for Accreditation of Testing Agencies for Masonry.
- D. ASTM D 3740 – Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- E. ASTM D 4561 – Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials.
- F. ASTM E 329 – Specification for Agencies Engaged in Construction Inspection and/or Testing.
- G. ASTM E 543 – Practice for Agencies Performing Nondestructive Testing.
- H. ASTM E 548 – Guide for General Criteria Used for Evaluating Laboratory Competence.

- I. ASTM E 699 – Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.4 SELECTION AND PAYMENT

- A. Employment and payment by Contractor for services of an independent testing agency or laboratory to perform specified testing.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of practices listed in Paragraph 1.3.
- B. Laboratory: Authorized to operate in State in which project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 TESTING AGENCY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional tests required by Engineer.
- G. Attend preconstruction meetings and progress meetings.

1.8 TESTING AGENCY REPORTS

- A. After each test, promptly submit two copies of report to Engineer and to Contractor.
- B. Include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in the Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

1.9 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used requiring testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work.
- C. Provide incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the site or at source of products to be tested.
 - 3. To facilitate tests.
 - 4. To provide storage and curing of test samples.
- D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.
- E. Employ services of an independent qualified testing laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

INDEX TO
SECTION 01702 - CLOSEOUT PROCEDURES

Paragraph	Title	Page
PART 1 – GENERAL		
1.1	Section Includes	01702-1
1.2	Substantial Completion Procedures	01702-1
1.3	Closeout Procedures	01702-2
1.4	Project Record Documents	01702-3
1.5	Contractor's Closeout Submittal to Engineer	01702-5
1.6	Final Adjustment of Account	01702-6
1.7	Adjusting	01702-6
1.8	Operation and Maintenance Data	01702-6
1.9	Spare Parts and Maintenance Products	01702-7
1.10	Warranties and Bonds	01702-7
1.11	Maintenance Service	01702-7
1.12	Final Cleaning	01702-8

PART 2 – PRODUCTS

PART 3 – EXECUTION

SECTION 01702
CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.
- C. Warranties and bonds.
- D. Operation and maintenance data.
- E. Maintenance services.

1.2 SUBSTANTIAL COMPLETION PROCEDURES

- A. In addition to the requirements in the General Conditions, contractors shall follow these procedures.
 - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
 - 2. Submittals Prior to Substantial Completion: Complete the following a minimum of ten days prior to requesting review for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - a. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities.
 - b. Submit closeout submittals including but not limited to project record documents, operation and maintenance manuals, final completion construction photographic documentation, test results, and similar final record information.
 - c. Submit maintenance material submittals specified in individual section, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
 - 1. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.

3. Submit test, adjust, and balance records.
 4. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- B. Procedures Prior to Substantial Completion: Complete the following a minimum of ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in individual equipment specifications.
 6. Advise Owner of changeover in electric and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Remove labels that are not permanent labels.
 10. Complete final cleaning requirements, including touch up painting.
 11. Touch up and otherwise repair and restore marred exposed finished to eliminate visual defects.

1.3 CLOSEOUT PROCEDURES

- A. Submit written verification that the Contract Documents had been reviewed, Work has been observed at appropriate times, and the Work is complete in accordance with Contract Documents and ready for Engineer's review. Request in writing that the Engineer review the work. Then address all punch lists or discrepancy items developed from Engineer, Owner, and State's review.
- B. Submit a draft to Engineer of all closeout documents for review at least 15 days prior to substantial completion.
- C. Submit project record documents (see item 1.05).

- D. Provide closeout submittals to Engineer (see item 1.06).
- E. Provide any other submittals to Engineer required by governing or other authorities.
- F. Provide Final Adjustment of Accounts (see item 1.07).
- G. Provide maintenance services indicated in specification sections for one year from the date of substantial completion.
- H. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- I. Site and building shall be cleaned per specifications.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instructions for assembly, installation, maintenance, and adjustments.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Equipment Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Project Record Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors and pipes.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 6. An as built of the construction with spot elevations and finished contours of the detention pond and all storm pipes/inlets.
 7. An as-built of the sanitary sewer, water and storm drainage systems.
 8. Record drawings for building, conduits, structures, and electrical, power, communications and related.
 9. Piling data locations, tip and cut-off elevations and driving records.
 10. Building MEP and other building features (with changes).
- G. Record drawing shall be prepared according to these conditions: The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers, and lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and final payment by the Owner, the Contractor shall deliver to the Engineer, three sets of "Record" Drawings accurately depicting the horizontal and vertical as-built data described in the above paragraph. "Record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in South Carolina. The size of the drawings shall be 24" x 36". The "Record" drawings shall have a coordinate system based on the South Carolina

State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Elevations shall be based on the North American Vertical Datum of 1929 (NGVD 29). All measurements and coordinates shown shall use the U.S. Survey flood definition. Coordinates shall be shown on all drainage storm manholes/boxes and all other related work performed under this contract, including an as built condition of the detention pond with spot elevations and finished 1-foot contours. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, control levels, bottom, site grading, and as-built grading shall be shown. In addition to the "Record" drawings, Contractor shall deliver to Engineer electronic AutoCAD (v. 14 or later) files of all the data described above on a CD-ROM.

- H. Deliver final project record drawing files to Owner in an electronic AutoCAD (v.14 or later) and three paper sets. Final project record drawing shall include Engineer comments and shall conform to regulatory agency requirements.
- I. Submit final documents to Owner at least 15 days prior to claim for final Application for Payment.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTAL

- A. Closure of the construction contract, including final payment to the Contractor, requires the following:
 - 1. Contractor's submission to the Owner of the following:
 - a. Project record drawings.
 - b. An affidavit, in the form of the AIA G706, that wages, bills for materials and equipment, and other indebtedness connected with the work have been paid (Contractor's affidavit of payment & debt and claims);
 - c. A certificate in the form of AIA G715 (Accord for Certificate of Insurance) issued by an authorized representative of the Contractor's insurance company certifying completed project insurance coverage as required by the contract documents;
 - d. A statement that the Contractor knows of no reason that the completed project insurance will not be renewable to cover the period required by the Contract Documents;
 - e. Consent of surety, if any, to final payment, in the form of AIA G707 (Consent of Surety to Final Payment);
 - f. Other information required by the Owner establishing the Contractor's payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims and security interests arising out of the contract, all in the forms as designated by the Owner;

- g. Inspection reports that may not be a part of the record documents;
- h. All warranties and quantities;
- i. O&M Manuals;
- j. Training Manuals;
- k. Final Adjustment of Accounts; and
- l. A list of all claims against Owner that the Contractor believes is unsettled.
- m. Other documents required by the Owner and State guidelines and requirements,

1.6 FINAL ADJUSTMENT OF ACCOUNT

- A. Submit a final statement of accounting to the Owner.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders;
 - b. Unit prices;
 - c. Penalties and bonuses;
 - d. Deductions for liquidated damage; and
 - e. Other adjustments.
 - 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Remaining sum due.

1.7 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.8 OPERATION AND MAINTENANCE DATA

- A. Submit as directed in Section 01 78 23 Operating and Maintenance Information.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.
- B. Deliver to location as directed; obtain receipt prior to final payment.
- C. Crate in containers designed for prolonged storage suitable for handling with hoisting equipment containers.
- D. Stencil contents on containers

1.10 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies and a PDF of each.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.11 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.
 - 1. Manufacturer or Supplier name.
 - 2. Unit name, specific part name.
 - 3. Manufacturers catalogue number or other identifying information.
 - 4. Precautionary information.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

1.12 FINAL CLEANING

- A. Execute final cleanup prior to final project acceptance.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- C. Clean all exterior paved surfaces, establish vegetation or ground cover on all disturbed areas.
- D. Clean all sight-exposed interior and exterior surfaces and work areas.
- E. Clean debris and sediment from all new storm pipes and structures.
- F. Repair all cracked or damaged curbs, sidewalks and concrete areas. If the crack is irregular or goes through the full depth of the concrete, remove the damaged section and replace.
- G. Removal all soil and other debris from the new storm system, curb, and paved areas.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

INDEX TO
SECTION 01730 - OPERATION AND MAINTENANCE

Paragraph	Title	Page
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1.6	Manual for Materials and Finishes	01730-2
1.7	Manual for Equipment and Systems	01730-3
1.8	Instruction of Owner Personnel	01730-4
1.9	Submittals	01730-4

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

SECTION 01730**OPERATION AND MAINTENANCE DATA****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submittals procedures. Shop drawings, product data, and samples.
- B. Section 01400 - Quality Control.
- C. Section 01702 - Contract Closeout: Contract closeout procedures, project record documents.
- D. Section 01740 - Warranties.
- E. Section 01741 - Bonds.
- F. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 three D side ring binders with durable plastic covers; 2-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- E. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- G. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

1.5 CONTENTS OF EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Product specification sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.
- P. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final walk through, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within one month.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit 1 copy of completed volumes 15 days prior to final walk through. This copy will be reviewed and returned, with Owner comments. Revise content of all document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within 10 days after final walk through.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

INDEX TO
SECTION 01740 – WARRANTIES

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1.4	Preparation of Submittals	01740-1
1.5	Time of Submittals	01740-2

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01740

WARRANTIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of warranties.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. General Conditions - EJCDC: Warranties and correction of work.
- B. Section 01702 - Contract Closeout: Contract closeout procedures.
- C. Section 01730 - Operation and Maintenance Data.
- D. Individual Specifications Sections: Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 2-inch, three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.

- D. Retain warranties until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

**INDEX TO
SECTION 01741 – BONDS**

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PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

SECTION 01741

BONDS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of bonds.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Document [00021 - Invitation to Bid:] 00110 - Instruction to Bidders: Bid bonds.
- B. Document General Conditions - EJCDC: Performance bond and labor and material payment bonds.
- C. Section 01702 - Contract Closeout: Contract closeout procedures.
- D. Section 01730 - Operation and Maintenance Data.
- E. Individual Specifications Sections: Bonds required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 2 inch three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title BONDS with title of Project; name, address and telephone number of Contractor [and equipment supplier]; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of bond until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the bond period.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

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SECTION 02070 - SELECTIVE DEMOLITION

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SECTION 02070

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of selective demolition work is indicated on drawings.

1.3 SUBMITTALS

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection. Include schedule and location for return of items identified on plans to be delivered to Owner of property.

1.4 JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items to be demolished.
- B. Partial Demolition and Removal: Items indicated to be removed but of value to Contractor may be removed as work progresses. Transport salvaged items from site as they are removed.

Storage or sale of removed items on site will not be permitted.

- C. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

Protect from damage existing finish work to remain in place and becomes exposed during demolition operations. Remove protections at completion of work.

1.5 DAMAGES

- A. Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

1.6 TRAFFIC

- A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.

1.7 EXPLOSIVES

- A. Use of explosives will not be permitted.

1.8 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

1.9 ENVIRONMENTAL CONTROLS

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 – PRODUCTS

None in this section

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to commencement of selective demolition work, check areas in which work will be performed. Photograph or video existing conditions of surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from selective demolition work. File with Owner's representative prior to starting work.
- B. Cover and protect equipment and fixtures to remain from soiling or damage when demolition work is performed in areas from which such items have not been removed.

3.2 DEMOLITION

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools. Do not use power-driven impact tools.

Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel and sand, free of trash and debris, stones over 2" diameter, roots or other organic matter.

If unanticipated mechanical, electrical, or structural elements, which conflict with intended function or design, are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's representative in written, accurate detail. Pending receipt of directive from Owner's representative, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.3 SALVAGE MATERIALS

- A. All equipment and materials desired by Owner shall be delivered to a designated location, not further than 2 miles from the job site. Desired equipment may include, but not be limited to, generator, transfer switch, pumps, motors, controls, valves, electrical panels, and other items.

Any articles of historic significance will remain the property of the Owner. Notify Owner's representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish and other materials resulting from demolition operations from site. Transport and legally dispose of materials off site.

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

3.5 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave site clean.

Repair demolition performed in excess of required work. Return structures and surfaces to remain to the condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

Fill in all voids created by selective demolition and grade site to drain. Grass all disturbed areas for erosion control.

END OF SECTION

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SECTION 02110 – SITE CLEARING

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SECTION 02110

SITE CLEARING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Removal of surface debris.
- B. Removal of paving, curbs, and miscellaneous items.
- C. Removal of trees, shrubs, and other plant life.
- D. Topsoil excavation.

1.2 RELATED SECTIONS

- A. Section 02204 - Earthwork.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on-site, use of herbicides, and related.
- B. Coordinate clearing Work with utility companies.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Provide tree protection materials as detailed on the construction drawings.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Verify existing plant life designated to remain is tagged or identified.
- B. Identify a waste area for placing removed materials.

3.2 PROTECTION

- A. All trees on site will be saved except those marked specifically by the Owner's representative for removal during construction. No trees, including those marked for removal on site or any other tree, may be removed prior to the preconstruction conference. All trees not to be removed will be protected from injury to their roots and to their top to a distance three feet beyond the drip-line

and no grading, trenching, pruning, or storage of materials may go in this area except as provided by an Owner's representative stakeout. Contractor will pay a penalty for any tree removed from the site that has not been marked specifically for removal. Contractor also will pay for any tree that dies due to damage during construction. This applies to all trees on site whether or not they are shown on the plans.

- B. Contractor shall not be held accountable for damages to trees resulting from placement of fill or removal of soils where such action is required by the contract documents. Any tree, the trunk of which is within 10 feet of any footing or trench, shall be exempt from these penalties except Contractor shall exercise all reasonable precautions to preserve even these trees. Contractor agrees to pay fines as established below in the event he or any of his subcontractors causes loss or removal of trees designated to be saved under provisions of this contract.

The fines are as follows:

<u>Caliper</u>	<u>Fine</u>
1" - 2"	\$ 150.00
2" - 3"	200.00
3" - 4"	250.00
4" - 5"	400.00
5" - 6"	500.00
6" - 7"	600.00
7" - 8"	750.00
8" - 11"	1,500.00
12" - 20"	2,000.00
21" & larger	\$ 2,500.00

- C. Trees shall be graded by Owner's representative as to variety, condition, and site importance, with above figures acting as a maximum fine. Lowest assessment amount shall be no less than one-half of the above fine figures.
- D. Protect bench marks, survey control points, and existing structures from damage or displacement.
- E. Protect all remaining utilities.
- F. Clearing operations shall be conducted to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and to provide for the safety of employees and others.

3.3 CLEARING

- A. Clear areas required for access to site and execution of work. Clearing shall consist of felling and cutting trees into sections, and satisfactory disposal of trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within area to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be [burned or] removed completely from the site, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within

cleared areas shall be trimmed of dead branches 1-1/2 inch or more in diameter. Limbs and branches to be trimmed shall be neatly cut close to the trunk of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an accepted treewound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations, by the erection of timber barriers or by such other means as circumstances require. Such barriers must be placed and be checked by the OWNER before construction observations can proceed (See 3.2). Clearing shall also include removal and disposal of structures obtruding, encroaching upon, or otherwise obstructing the work.

3.4 REMOVAL

- A. Where indicated or directed, trees and stumps shall be removed from areas outside those areas designated for clearing and grubbing. Work shall include felling of such trees and removal of their stumps and roots. Trees shall be disposed of as hereinafter specified.
- B. Remove debris, rock, and other extracted plant life from site.
- C. Partially remove paving and curbs; as indicated. Neatly saw cut edges at right angle to surface.

3.5 DISPOSAL

- A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from clearing and grubbing shall be the Contractor's responsibility and shall be disposed of by burning, removal from site, or a combination of both. All costs in connection with disposing of materials will be at the Contractor's expense. Material disposed of by burning shall be burned in a manner avoiding all hazards, such as damage to existing structures, construction in progress, trees, and vegetation. Contractor shall be responsible for compliance with all local and State laws and regulations relative to the building of fires. Disposal by burning shall be kept under constant attendance until fires have burned out or extinguished. All liability of any nature resulting from disposal of cleared and grubbed material shall become the Contractor's responsibility. Disposal of all materials cleared and grubbed will be in accordance with rules and regulations of the State of South Carolina. No material will be burned unless directed to do so by the OWNER. Contractor shall obtain a permit to burn on site from local fire department, before beginning the work.

3.6 GRUBBING

- A. Grubbing shall consist of removal and disposal of stumps, roots larger than one inch in diameter, and matted roots from designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for building of pavement subgrade or building pads, shall be excavated and removed to a depth of not less than 18 inches below original surface level of the ground in embankment areas and not less than 2 feet below finished earth surface in excavated areas. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to original adjacent ground.

END OF SECTION

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SECTION 02115 – SPECIMEN TREE PROTECTION

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SECTION 02115

SPECIMEN TREE PROTECTION

PART 1 – GENERAL

1.1 QUALITY ASSURANCE

- A. Contractor shall provide at least one person who shall be present at all times during planting and pruning, thoroughly familiar with types of plants and trees involved and direct the digging, cutting, planting and maintenance of designated plant and tree materials.

Qualifications: Repair of tree damage shall be completed or supervised by a tree surgeon who is a member of the National Arborist Association.

Pre-Work Conference - Review on site with the Owner.

(Note: No trees are to be removed as part of this project. All trees at the project site are to remain and are designated as "SPECIMEN.")

or

Trees to be removed will be marked with green flagging. Trees to remain will be marked with red flagging. Trees designated as "SPECIMEN" will be marked with yellow flagging.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Provide tree protection materials as detailed on the construction drawings.

PART 3 - EXECUTION

3.1 PROTECTION OF SPECIMEN TREES

- A. Any irreparable damage to roots, trunk or bark, or any unauthorized cutting or pruning of limbs to trees designated by the Owner as "specimen" will result in a fine. This fine shall be levied through the Application for Payment as retainage and shall be used to supplement "specimen" with tree of similar value and/or to perform extensive "state of the art" tree surgery in an attempt to save the tree.

3.2 METHODS OF PROTECTION

- A. Use the following method to protect specimen trees. Actual determination of extent and combination of methods shall be determined on site.

- B. Temporary Fence Enclosures: Construct protective fencing where indicated on the construction drawings. Protective fencing shall be installed a minimum of three feet beyond the dripline. No grading, trenching, pruning, or storage of materials shall be allowed inside this area.

3.3 REPAIR OF TREES INJURED DURING CONSTRUCTION

- A. Repair damaged trees promptly to prevent progressive deterioration caused by damage.

Repair to trees damaged during construction according to standard arboricultural techniques recognized by International Society of Arboriculture.

Remove trees damaged beyond satisfactory repair as determined by Owner. Refer to FINES AND MITIGATION in this section for loss of specimen trees.

Temporarily cover roots exposed during construction with wet burlap to prevent roots from drying out. Cover roots with earth as soon as possible.

- B. Roots Cut During Construction: Coat roots 1 1/2 inches diameter or larger with antiseptic paint.

3.4 FINES

- A. Fine values for designated "**SPECIMEN**" vegetation shall be determined by the following:

<u>Caliper</u>	<u>Fine</u>
1" - 2"	\$ 150.00
2" - 3"	\$ 200.00
3" - 4"	\$ 250.00
4" - 5"	\$ 400.00
5" - 6"	\$ 500.00
6" - 7"	\$ 600.00
7" - 8"	\$ 750.00
8" - 11"	\$ 1,500.00
12" - 20"	\$ 2,000.00
21" & larger	\$ 2,500.00

END OF SECTION

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SECTION 02204**EARTHWORK****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Grading
- B. Excavation
- C. Backfilling
- D. Compaction
- E. Remove and Replace Topsoil
- F. Dressing of Shoulders and Banks
- G. Stone Drainage Filter
- H. Water Control
- I. Testing

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control
- B. Section 01410 – Testing Services
- C. Section 02110 – Site Clearing

1.3 REFERENCES (LATEST REVISION)

- A. ASTM D 448 – Sizes of Aggregate for Road and Bridge Construction.
- B. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D 2487 – Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- D. ASTM D 6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- E. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

- F. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.4 SUBMITTALS

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Materials Source: Submit gradation analysis, proctor results, and soil classification for all borrow material.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with Federal, State of South Carolina, County of Charleston, Municipality of Isle of Palms, standards.

1.6 TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).
- B. In place density tests in accordance with ASTM D 6938.
- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.
- E. Testing shall be Contractor's responsibility and performed at Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph C above.
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Borrow shall consist of sand or sand-clay soils capable of being readily shaped and compacted to the required densities, and shall be reasonably free of roots, trash, rock larger than 2 inches, and other deleterious material.
- B. All soils used for structural fills shall have a PI (plastic index) of less than 10, and a LL (liquid limit) of less than 30. Fill soils shall be dried or wetted to appropriate moisture contents prior to compaction. Additionally, fill soils used for the top 2 feet of fill beneath roads and parking lots shall have no more than 15% passing the # 200 sieve. Fill soils used for house lots shall have no more than 25% passing the # 200 sieve.
- C. Contractor shall furnish all borrow material.

- D. Contractor shall be responsible for and bear all expenses in developing borrow sources including securing necessary permits, drying the material, haul roads, clearing, grubbing, excavating the pits, placing, compaction and restoration of pits and haul roads to a condition satisfactory to property owners and in compliance with applicable federal, state, and local laws and regulations.

2.2 SOURCE QUALITY CONTROL

- A. If tests indicate materials do not meet specified requirements, change material and retest.
- B. Provide materials of each type from same source throughout the Work.

PART 3 – EXECUTION

3.1 TOPSOIL

- A. Contractor shall strip topsoil and stockpile on site at a location determined by the Owner at the Contractor's expense.
- B. Topsoil shall be placed to a depth of 4 inches over all disturbed or proposed landscaped areas.
- C. Topsoil shall be provided at Contractor's expense if it is not available from site.
- D. Any remaining topsoil will be hauled off site at the Contractor's expense.
- E. Do not excavate wet topsoil.

3.2 EXCAVATION

- A. Suitable excavation material shall be transported to and placed in fill areas within limits of the work.
- B. Unsuitable material encountered in areas to be paved and under building pads, shall be excavated 2 feet below final grade and replaced with suitable material from site or borrow excavations. Contractor shall notify Engineer if more than 2 feet of excavation is needed to replace unsuitable material.
- C. Unsuitable and surplus excavation material not required for fill shall be disposed of off site.
- D. Proper drainage, including sediment and erosion control, shall be maintained at all times. Methods shall be in accordance with the National Pollutant Discharge Elimination System standards and other local, state, and federal regulations.
- E. Unsuitable materials as stated herein are defined as highly plastic clay soils, of the CH and MH designation, border line soils of the SC-CH description, and organic soils of the OL and OH description based on the Unified Soils Classification System. Further, any soils for the top two feet of pavement subbase shall have no more than 15% passing the # 200 sieve.

3.3 GROUND SURFACE PREPARATION FOR FILL

- A. All vegetation, roots, brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and other unsuitable material within the areas to be filled shall be stripped and removed prior to beginning the fill operation.
- B. Sloped ground surfaces steeper than 1 vertical to 4 horizontal, on which fill is to be placed shall be plowed, stepped, or benched, or broken up as directed, in such a manner where fill material will bond with the existing surface.
- C. Surfaces on which fill is to be placed and compacted shall be wetted or dried as may be required to obtain the specified compaction.

3.4 FILL

- A. Shall be placed in successive horizontal layers 8 inches to 12 inches in loose depth for the full width of the cross-section and compacted as required.

3.5 FINISHED GRADING

- A. All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes.
- B. Degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations, supplemented with hand raking and finishing, except as otherwise specified.
- C. Unpaved areas to within 0.1 feet of elevations shown on the drawings provided such deviation does not create low spots that do not drain.
- D. Paved Areas - Subgrade to within 0.05 feet of the drawing elevations less the compacted thickness of the base and paving.
- E. Building Pads - Subgrade to within 0.05 feet of the drawing elevations less the thickness of the concrete slab.
- F. Banks shall be finished graded, dressed, and seeded within 14 calendar days of work to reduce erosion and permit adequate drainage.
- G. Portland Cement Pervious Pavement:
 - 1. Subgrade Materials – The top 6 inches shall be composed of granular or gravelly soil predominantly sandy with no more than a moderate amount of silt or clay.
 - 2. Subgrade Permeability – Prior to placement of Portland Cement Pervious Pavement, the subgrade shall be tested for rate of permeability by double ring infiltrometer, or other suitable test of subgrade soil permeability. The tested permeability must reasonably compare to design permeability.

3. Subgrade Support – Shall be compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

If fill material is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 8 inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

4. Subgrade Moisture – Subgrade shall be in a moist condition (within +/- 3% of optimum moisture content as determined by modified compaction test ASTM D 1557 or AASHTO T 180).

3.6 DISPOSAL OF WASTE MATERIAL

- A. All vegetation, roots, brush, sod, broken pavements, curb and gutter, rubbish, and other unsuitable or surplus material stripped or removed from limits of construction shall be disposed of by the Contractor.

3.7 PROTECTION

- A. Graded areas shall be protected from traffic, erosion, settlement, or any washing away occurring from any cause prior to acceptance.
- B. Contractor shall be responsible for protection of below grade utilities shown on the drawings or indicated by the Owner at all times during earthwork operations.
- C. Repair or re-establishment of graded areas prior to final acceptance shall be at the Contractors expense.
- D. Site drainage shall be provided and maintained by Contractor during construction until final acceptance of the project. Drainage may be by supplemental ditching, or pumping if necessary, prior to completion of permanent site drainage.

3.8 DRAINAGE

- A. Contractor shall be responsible for providing surface drainage away from all construction areas. This shall include maintenance of any existing ditches or those constructed in the immediate vicinity of the work. Contractor shall provide proper and effective measures to prevent siltation of wetlands, streams, and ditches on both the Owner's property, and those properties downstream.

3.9 FIELD QUALITY CONTROL

- A. Compaction testing shall be performed in accordance with ASTM D 6938. Where tests indicate the backfill does not meet specified requirements, the backfill shall be reworked or removed and replaced, and then retested at the Contractor's expense.

- B. Unpaved areas - at least 90% of maximum laboratory density within 2% optimum moisture content unless otherwise approved by the Engineer.
- C. Paved Areas and Under Structures - top 6 inch layer of subbase to at least 98% of maximum laboratory density within 2% optimum moisture content. Layers below top 6 inches shall be compacted to 95% of maximum laboratory density within 2% optimum moisture content.
- D. Rolling and compaction equipment and methods shall be subject to acceptance by the Engineer. Acceptance in no way relieves Contractor of the responsibility to perform in correct and timely means.
- E. Number of Tests - Under paved areas, no less than one density test per horizontal layer per 5,000 square feet of subbase shall be made. In unpaved areas, no less than one density test per horizontal layer per 10,000 square feet of fill area shall be made. Under curb and gutter, no less than one density test per every 300 linear feet. On building pads, no less than one density test per horizontal layer per 1,500 square feet of fill area shall be made.

3.10 PROOF ROLLING

- A. Shall be required on the subbase of all curb and gutter and paved areas and on the base of all paved areas where designated by the Engineer. Proof rolling shall take place after all underground utilities are installed and backfilled. The operation shall consist of rolling the subbase or base with a fully loaded 10 wheeled dump truck. A full load shall consist of 10 to 12 cubic yards of soil or rock. The dump truck shall be capable of traveling at a speed of two to five miles per hour and be in sound mechanical shape with no exhaust leaks or smoking from burning oil. The Engineer shall determine number of passes and areas rolled.

END OF SECTION

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SECTION 02210
SOIL EROSION CONTROL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions apply to this section.

1.2 DESCRIPTION OF WORK

- A. Extent of soil erosion control work includes all measures necessary to meet the requirements of this section.

Erosion and sediment control measures shall be installed prior to any construction activity.

Soil erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract shall meet standards of NPDES General Permit for the state where work is performed.

1.3 PURPOSES

- A. Contractor is to achieve the following goals:
1. Minimize soil exposure by proper timing of grading and construction.
 2. Retain existing vegetation whenever feasible.
 3. Vegetate and mulch denuded areas as soon as possible.
 4. Divert runoff away from denuded areas.
 5. Minimize length and steepness of slopes when it is practical.
 6. Reduce runoff velocities with sediment barriers or by increasing roughness with stone.
 7. Trap sediment on site.
 8. Inspect and maintain erosion control measures.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in the manufacture of soil erosion control systems products of types and sizes required, whose materials have been in satisfactory use for not less than 5 years.

- B. Codes and Standards: Comply with all applicable Local, State and Federal Standards pertaining to soil erosion control.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data and installation instruction for soil erosion control materials and products.

PART 2 – PRODUCTS

2.1 GRASSING MATERIALS

- A. Refer to Section 02902 - Grassing.
1. General: All grass seed shall be free from noxious weeds, grade A recent crop, recleaned and treated with appropriate fungicide at time of mixture. Deliver to site in original sealed containers with dealer's guarantee as to year grown, percentage of purity, percentage of germination, and date of the test by which percentages of purity and germination were determined. All seed sown shall have a date of test within six months of the date of sowing.
 2. Type of Seed: Either Annual Rye or Common Bermuda Grass seed will be used depending on time of year in which seeding is to occur.
 3. Mulch: Straw.
 4. Fertilizer: Commercial balanced 4-12-12 fertilizer.

2.2 HAY BALES

- A. Standard size, densely baled straw or hay, wrapped with synthetic or wire bands (two minimum per bale).

2.3 SILT FENCE

- A. Silt fence shall be a woven geotextile fabric sheet. Fabric shall be a synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizer and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultra-violet and/or heat exposure. Fabric should be finished so the filaments will retain their relative position with respect to each other. Fabric shall be free of defects, rips, holes, or flaws.

Fabric shall meet the following requirements:

Woven Fabrics	
Grab Strength	90 lbs.
Burst Strength	175 PSI
UV Resistance	80%

2.4 CHEMICALS FOR DUST CONTROL

- A. Calcium Chloride, Anionic Asphalt Emulsion, latex Emulsion or Resin-in-Water Emulsion may be used for dust control.

2.5 RIP-RAP

- A. Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall range in weight from a minimum of 25 pounds to a maximum of 125 pounds. At least 50 percent of the stone shall weigh more than 60 pounds. The stone shall have a minimum dimension of 12 inches.

2.6 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 GENERAL

- A. All disturbed soil areas except those to support paving shall be graded and protected from erosion by grassing. Disturbed areas must be grassed within 14 days of work ending unless work is to begin again before 21 days. Storm water conveyance systems shall have sediment barriers installed at all entrances, intersections, change in direction and discharge points.

3.2 GRASSING

- A. Refer to Section 02902 - Grassing.

3.3 SEDIMENT BARRIERS

- A. Hay Bales for Sheet Flow Applications:
 1. Excavate a 4 inch deep trench the width of a bale and length of proposed barrier. Barrier should be parallel to the slope. Place barrier 5 to 6 feet away from toe of slope, unless otherwise instructed.
 2. Place bales in the trench with their ends tightly abutting. Corner abutment is not acceptable. A tight fit is important to prevent sediment from escaping through spaces between the bales.
 3. Backfill the trench with previously excavated soil and compact it. Backfill soil should conform to ground level on downhill side of barrier and should be built up to 4 inches above ground on uphill side of bales.
 4. Inspect and repair or replace damaged bales promptly. Remove hay bales when uphill sloped areas have been permanently stabilized.

3.4 SILT FENCE

- A. Silt fence shall be placed at approximate location shown and installed in accordance with the detail on the construction drawings. Contractor shall maintain silt fence as required by state regulations.

3.5 DUST CONTROL

- A. Dust raised from vehicular traffic will be controlled by wetting down access road with water or by the use of a deliquescent chemical, such as calcium chloride, if relative humidity is over 30%. Chemicals shall be applied in accordance with manufacturer's recommendations.
- B. Contractor shall use all means necessary to control dust on and near the work, or off-site borrow areas when dust is caused by operations during performance of work or if resulting from the condition in which any subcontractor leaves the site. Contractor shall thoroughly treat all surfaces required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of work on site.

3.6 SEDIMENT BASIN

- A. A sediment basin equal in volume to 3,600 cubic feet per disturbed acre is required. The sediment basin/lagoon adjacent to the outfall for the site shall be constructed and stabilized prior to any additional land disturbed activity.

3.7 RIP-RAP

- A. Rip-Rap shall be placed at the locations shown and installed in accordance with the detail on the construction drawings.

3.8 CONSTRUCTION EXIT

- A. Construct exit at the location shown per detail on the construction drawings. Contractor shall maintain construction exit as required by state regulations.

3.9 INLET PROTECTION

- A. Install inlet protection per detail on the construction drawings. Contractor shall maintain inlet protection as required by state regulations until all disturbed surfaces are stabilized.

END OF SECTION

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SECTION 02231
AGGREGATE BASE COURSE

PART 1 – GENERAL**1.1 SECTION INCLUDES**

- A. Aggregate base course.

1.2 RELATED SECTIONS

- A. Section 01025 - Measurement and Payment: Requirements applicable to unit prices for the work of this section.
- B. Section 01400 - Quality Control.
- C. Section 02204 - Earthwork
- D. Section 02512 - Asphaltic Concrete Binder/Surface Courses: Binder and finish asphalt courses.

1.3 REFERENCES (LATEST REVISION)

- A. ASTM C 131 – Resistance to Degradation of Small-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
- B. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D 6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- D. ASTM D 3740 – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- E. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

1.5 TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).
- B. In place density tests in accordance with ASTM D 6938.

- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.
- E. Testing shall be Contractor's responsibility and performed at Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph C above.
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Aggregate shall consist of processed and blended crushed stone. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material and shall be durable and sound. Coarse aggregate shall have a percentage of wear not to exceed 65% after 500 revolutions as determined by ASTM C 131. Aggregate shall meet applicable requirements of Section 305.2 in the South Carolina Department of Transportation Standard 2007 Specifications for Highway Construction. Material shall meet the following gradation and other requirements:

Granite Stone or Recycled Concrete	
Sieve Size	Percent by Weight Passing
2"	100
1-1/2"	95 - 100
1"	70 - 100
1/2"	48 - 75
# 4	30 - 60
# 30	11 - 30
#200	0 - 12
Liquid Limit	0 to 25
Plasticity Index	0 to 6

Marine Limestone	
Sieve Size	Percent by Weight Passing
2"	100
1-1/2"	95 - 100
1"	70 - 100
1/2"	50 - 85
# 4	30 - 60
# 30	17 - 38
#200	0 - 20
Liquid Limit	0 to 25
Plasticity Index	0 to 6

- B. Prime Coat: Shall be EA-P Special, Emulsified asphalt, conforming to Section 407 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify subbase has been tested, is dry, and slopes and elevations are correct.
- B. ON SITE OBSERVATIONS OF WORK: The Owner's Representative or Engineer will have the right to require any portion of the work be completed in their presence and if the work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to the Owner. However, if the Contractor notifies the Owner such work is scheduled, and the Owner fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Owner, Engineer or Project Representative. Improper work shall be reconstructed, and all materials, which do not conform to the requirements of the specifications, shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

3.2 PREPARATION

- A. Subbase shall be graded and shaped conforming to the lines, grades, and cross sections required and cleaned of all foreign substances prior to constructing base course. Do not place base on soft, muddy or frozen surfaces. Correct irregularities in subbase slope and elevation by scarifying, reshaping, and recompacting.
- B. At the time of base course construction, subbase shall contain no frozen material.
- C. Surface of subbase shall be checked by the Engineer or Project Representative for adequate compaction and surface tolerances. Ruts or soft yielding spots appearing in areas of subbase course having inadequate compaction, and areas not smooth or which vary in elevation more than 3/8 inch above or below required grade established on the plans, shall be corrected to the satisfaction of the Engineer or Project Representative. Base material shall not be placed until subbase has been properly prepared and test results have so indicated.

3.3 AGGREGATE PLACEMENT

- A. Aggregate shall be placed in accordance with South Carolina Department of 2007 Transportation Standard Specifications for Highway Construction Section 305 and in accordance with all terms included in these specifications.
- B. Level and contour surfaces to elevations and slopes indicated.

- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- F. While at optimum moisture ($\pm 1\text{-}1/2\%$), compact base course with rollers capable of obtaining required density. Vibratory, flatwheel, and other rollers accepted by the Engineer may be used to obtain required compaction. Rolling shall continue until base is compacted to 98% of the maximum laboratory dry density as determined by ASTM D 1557. In-place density of the compacted base will be determined in accordance with ASTM D 6938.

3.4 PRIME COAT

- A. Bituminous material for the prime coat shall be applied uniformly and accurately in quantities of not less than 0.15 gallons per square yard nor more than 0.30 gallons per square yard of base course. All irregularities in the base course surface shall be corrected prior to application of prime coat. Clean the base course of all mud, dirt, dust, and caked and loose material
- B. Do not apply prime to a wet surface nor when temperature is below 40°F in the shade. Do not apply prime when rain threatens nor when weather conditions prevent proper construction and curing of prime coat.
- C. The primed base should be adequately cured before the binder or surface course is laid. In general, a minimum of 48 hours should be allowed for complete curing. Ordinarily, proper surface condition of the prime is indicated by a slight change in the shiny black appearance to a slightly brown color.

3.5 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with an acceptable 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 3/8 inch.
- C. Variation from Design Elevation: Within 3/8 inch.
- D. Depth measurements for compacted thickness shall be made by test holes through the base course. Where base course is deficient, correct such areas by scarifying, adding base material and recompacting as directed by the Engineer.

3.6 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Assurance: Field inspection.

- B. Density and moisture testing will be performed in accordance with ASTM D 1557 and ASTM D 6938.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
- D. Frequency of Tests:
 - 1. Base Density and Thickness - One test per 5,000 square feet.

END OF SECTION

INDEX TO

SECTION 02512SC – ASPHALTIC CONCRETE BINDER/SURFACE COURSES

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SECTION 02512SC**ASPHALTIC CONCRETE BINDER/SURFACE COURSES****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Surface Course
- B. Binder Course

1.2 RELATED SECTIONS

- A. Section 01025 – Measurement and Payment
- B. Section 01400 – Quality Control
- C. Section 02204 – Earthwork
- D. Section 02231 – Aggregate Base Course

1.3 REFERENCES (LATEST REVISION)

- A. ASTM D 946 – Penetration-Graded Asphalt-Cement for Use in Pavement Construction.
- B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.
- C. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- D. ASTM D 2726 – Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
- E. ASTM D 2950 – Density of Bituminous Concrete in Place by Nuclear Methods.
- F. ASTM D 1188 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples.
- G. ASTM D 1754 – Effect of Heat and Air on Asphaltic Materials (Thin-film Oven Test).

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

- B. Mixing Plant: Conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness	Min. Air Temperature, Degrees F.
1" or Less	55
1.1" to 2"	45
2.1" to 3"	40
3.1" to 4.5"	35

- B. Mixture shall be delivered to the spreader at a temperature between 250 degrees F and 325 degrees F.

1.6 GUARANTEE

- A. Contractor shall guarantee the quality of materials, equipment, and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by the Contractor at no cost to the Owner.

1.7 TESTING

- A. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- B. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.
- C. Testing shall be Contractor's responsibility and shall be performed at Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph A above.
- D. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 TACK COAT

- A. Shall consist of asphalt binder (asphalt cement) or emulsified asphalt, conforming to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Asphalt binder shall be PG64-22. The acceptable grades of emulsified asphalt are RS-1, MS-1, MS-2, HFMS-1, HFMS-2, SS-1, CRS-1, CRS-2, CMS-2, and CSS-1.

2.2 ASPHALT BINDER AND ADDITIVES

- A. Shall be PG64-22 and conform to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.
- B. Anti-Stripping: Shall conform to requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

2.3 AGGREGATES

- A. General: Mineral aggregate shall be composed of fine aggregate or a combination of fine and coarse aggregate. Coarse aggregate shall be that portion of the material retained on a No. 4 sieve.

Fine aggregate shall be considered that portion passing the No. 4 sieve. Fine aggregate, coarse aggregate, and any additives in combination with the specified percentage of asphalt cement shall meet the requirements of tests specified, before acceptance may be given for their individual use. Marine (Fossiliferous) limestone shall not be used.

- B. Fine Aggregate: Shall conform to the requirements of Section 401 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.
- C. Coarse Aggregate: Shall be granite stone and conform to the requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.
- D. Surface Course: The surface course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphalt binder in an acceptable mixing plant. The plant shall conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. The gradations, asphalt content and air voids shall be the following:

TYPE C	
Square Sieve	% Passing
3/4 inch	100
1/2 inch	97 – 100
3/8 inch	83 – 100
No. 4	58 – 80
No. 8	42 – 62
No. 30	20 – 40
No. 100	8 – 20
No. 200	3 – 9
% Asphalt Binder	5.0 – 6.8
Air Voids, %	3.5 – 4.5

- E. Intermediate or Binder Course: The mineral aggregates and asphalt binder shall be combined in such proportions the composition by weight of the finished mixture shall be within the following range limits:

TYPE B	
Sieve Designation	Percentage by Weight Passing
1 inch	100
3/4 inch	90 – 100
1/2 inch	75 – 90
3/8 inch	64 – 80
No. 4	38 – 54
No. 8	22 – 36
No. 30	8 – 22
No. 100	3 – 10
No. 200	2 – 8
% Asphalt Binder	4 – 6
Air Voids, %	3.5 – 4.5

2.4 SOURCE QUALITY CONTROL AND TESTS

- A. Section 01400 – Quality Control and Section 01410 - Testing Laboratory Services.
- B. Submit proposed mix design for review prior to beginning of work.
- C. Test samples in accordance with the requirements of these specifications.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. On-Site Observations: Owner’s Representative or Engineer will have the right to require any portion of work be completed in their presence. If work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to Owner. However, if Contractor notifies Engineer such work is scheduled, and Engineer fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

- B. Contractor shall verify base has been tested, is dry, and slopes and elevations are correct.

3.2 PREPARATION

- A. Apply tack coat in accordance with Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Rate of application shall be 0.05 to 0.15 gallons per square yard of surface.
- B. Work shall be planned so no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.
- C. Apply tack coat to contact surfaces of curbs and gutters. Apply in manner so exposed curb or gutter surfaces are not stained.
- D. Coat surfaces of manhole frames and inlet frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

3.3 PLACEMENT

- A. Construction shall be in accordance with Sections 401, 402, and 403 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.
- B. Asphaltic concrete shall not be placed on a wet or frozen surface.
- C. Compaction shall commence as soon as possible after the mixture has been spread to the desired thickness. Compaction shall be continuous and uniform over the entire surface. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks. Compaction rolling shall be complete before material temperature drops below 175° F.
- D. Areas of pavement with deficient thickness or density shall be removed and replaced at no additional cost to the Owner.

3.4 TOLERANCES

- A. General: All paving shall be subject to visual and straightedge evaluation during construction operations and thereafter prior to final acceptance. A 10-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be checked with the straightedge as necessary to detect surface irregularities. Irregularities such as rippling, tearing or pulling, which in the judgment of the Engineer indicate a continuing problem in equipment, mixture or operating technique, will not be permitted to recur. The paving operation shall be

stopped until appropriate steps are taken by the Contractor to correct the problem.

- B. Flatness: All irregularities in excess of 1/8 inch in 10 feet for surface courses and 1/4 inch in 10 feet for intermediate courses shall be corrected.
- C. Variation from Design Elevation:
 - 1. General Paving: Less than 1/4 inch.
 - 2. Accessible Routes: Shall not exceed 1/4 inch. However, accessible routes shall not exceed maximum ADA allowable slopes. Contractor shall remove and replace any and all portions of the accessible route that exceed maximum ADA allowable slopes.
- D. Scheduled Compacted Thickness: Within 1/4 inch per lift.
- E. Pavement Deficient in Thickness: When measurement of any core indicates the pavement is deficient in thickness, additional cores will be drilled 10 feet either side of the deficient core along the centerline of the lane until the cores indicate the thickness conforms to the above specified requirements. A core indicating thickness deficiencies is considered a failed test. Pavement deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If the Contractor believes the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the extra cost of drilling the cores and filling the holes in the roadway as directed.

3.5 FIELD QUALITY CONTROL

- A. Acceptance of the in-place density of the binder and surface courses shall be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.
- B. Density Testing: Performed in accordance with ASTM D-2726 and ASTM D-2950. Core samples for each day's operation shall be taken, tested and results reported to the Engineer the following day. The areas sampled shall be properly restored by the Contractor at no additional cost to the Owner. Nuclear gauge tests shall be taken during the asphaltic concrete placement.
 - 1. The pavement core and nuclear gauge densities shall range between 94% and 96% of the theoretical maximum density.
- C. Temperature:
 - 1. Asphaltic concrete shall not exceed 325 degrees F at any time.

2. Asphaltic concrete shall not be placed once the temperature of the mix falls below 250 degrees F or the delivered temperature is more than 15 degrees F below the batch plant's delivery ticket.
 3. Temperature at time of loading shall be recorded on the truck delivery ticket.
- D. Frequency of Tests:
1. Asphaltic Concrete – One test for each 250 tons placed.
 - a. Asphalt extraction and gradation test.
 - b. Core Sample
 2. Field determination of density by nuclear method every 5,000 square feet during construction of the asphaltic concrete binder/surface course.

END OF SECTION

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SECTION 02570 – TRAFFIC CONTROL

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SECTION 02570

TRAFFIC CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section covers furnishing, installation, and maintenance of all traffic control devices, portable signal equipment, warning signs, and temporary traffic lanes used during construction of the project.

1.2 RESPONSIBILITY

- A. The Contractor shall furnish, install, and maintain all necessary automated signals, barricades, concrete traffic barriers, warning signs, traffic barriers, traffic lanes, and other protective devices. Ownership of these temporary warning devices shall remain with the Contractor provided devices are removed promptly after completion and acceptance of work to which devices pertain. If such warning devices are left in place for more than 30 days after specified time for removal, Owner shall have the right to remove such devices and to claim possession thereof.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. All barricades signs, and traffic control signal devices shall conform to requirements of the current South Carolina Manual on Uniform Traffic Control Devices except as may be modified in these project specifications.
- B. Portable traffic control signal devices, barricades, signs and other Control Devices shall be either new or in acceptable condition when first erected on Project and shall remain in acceptable condition throughout the construction period.
- C. All signs shall have a black legend and border on an orange reflectorized background and will be a minimum of engineering grade reflective.

PART 3 – EXECUTION

3.1 ERECTION

- A. Prior to commencement of any actual construction on the project, Contractor shall erect appropriate advance warning signs and place concrete traffic barriers where necessary. Subsequently, as construction progresses and shifts from one side of road to the other, temporary lanes must be installed to provide continuous two way traffic and bike thoroughfare. All appropriate signs and traffic control devices pertinent to the work shall be erected ahead of construction site to advise and warn travelling public of activity and any necessary detours.

3.2 DELAYS TO TRAFFIC

- A. Except in rare and unusual circumstances, two-way traffic shall be maintained at all times by temporary and/or permanent roads. There are to be no traffic delays during the hours between 7 AM – 10 AM and 4 PM – 10 PM. Between the hours of 10 AM and 4 PM the maximum delay is to be 15-minutes.
- B. When traffic is halted temporarily due to transition procedures including the ingress and egress of construction vehicles, Contractor shall provide necessary flagging personnel with proper equipment and clothing to hold such traffic.
- C. If Contractor's proposed traffic control plan involves more than occasional disruption to alternating one way traffic through the work, then temporary, signalized control equipment will be required.

3.3 TEMPORARY TRAFFIC LANES

- A. Two-lane traffic shall be maintained at all times unless prior written permission has been given and all necessary flagging personnel and/or signage has been installed. Temporary lane line stripes shall be applied to the detour paving, as agreed to by Engineer and Owner's representative. The no-passing double center-line stripes shall be yellow. Such stripes shall be a temporary, degradable, reflectorized tape strip. All temporary striping shall be maintained throughout the period traffic control is needed.
- B. Contractor is responsible for installation and removal of all temporary roads and trails throughout the construction process. These detour roads are to be in accordance with the Pavement Specifications herein.

3.4 SIGNS AND BARRICADES

- A. Contractor shall provide a detailed map showing location and verbage of all traffic control signs and methods for the project. All critical warning signs for the project will be a minimum of engineering grade reflective material and include appropriate flashing lights.
- B. Appropriate Safety Barricades shall be installed between bicycle trails, sidewalks, and the temporary traffic lanes. These barricades shall be impact resistant for passenger vehicles with a travelling speed of 40 mph.
 - 1. Advance warning signs: These signs shall be placed approximately 500 feet in advance of the construction site and detour on each approach to the construction area with subsequent warning signs every 250 feet, until construction site is met.
 - 2. Road Construction Signs: Before and during construction of the detour, advance road construction signs shall be located as already stated above. The construction site detour lanes will have reflective trestle type barricade with flashing lights spaced a maximum of 25 feet apart to delineate each side of any temporary roadway. Additional signage shall be placed to indicate a reduced speed limit of 10 mph for the entire construction area. Other signs as appropriate to a particular activity in the work area shall be erected in advance of that activity.

3. Barricades: While detour is open to traffic, a line of concrete traffic barricades shall be placed across the closed roadway to channelize traffic onto detour. They shall be spaced across the blocked roadway end to end so no vehicle will be able to pass between any two adjacent barricades.
4. Barriers: Shall be wooden having a minimum of 3 horizontal 6 inch rails spaced 20 inches on center. Markings for barrier rails shall be 6 inches wide alternate orange and white reflectorized stripes sloping downward at 45 degrees in the direction traffic is to pass.

During hours of darkness, the Contractor shall place and maintain flashing warning lights on tops of all barriers.
5. Direction Arrow Signs: At each change in traffic direction along the detour, Contractor shall install a sign with an arrow indicating change in traffic direction. This sign is to be located across the pavement from and facing on-coming traffic.
6. End Construction Sign: This sign shall be 60 inches x 24 inches and erected approximately 200 feet beyond end of construction area on the right-hand side.

END OF SECTION

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SECTION 02575**SURFACE RESTORATION****PART 1 – GENERAL****1.1 WORK INCLUDED**

- A. This section covers the work necessary to replace all pavements, sidewalks, driveways, rock surfacing, drainage facilities, and other features damaged either directly or indirectly by operations incidental to new construction. The work consists of restoring existing surface areas due to planned improvements.
- B. Standard specifications noted in this section are the 2007 edition of South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction.
- C. All disturbed areas shall be left equal to or better than preconstruction conditions.

1.2 GENERAL PROVISIONS

- A. Maintenance of Traffic

Whenever work interferes with flow of traffic along a roadway, Contractor shall provide for traffic control, signing, and public safety in accordance with provisions of the State Department of Transportation and Manual on Uniform Traffic Control Devices. Neither road closures nor detours shall be permitted unless specified in the Special Provisions and applicable permits/approvals are authorized by Engineer and DOT. Where road closures or detours are permitted by Engineer and DOT, Contractor must notify the appropriate agencies or departments prior to taking action. Proper advance notice shall be provided to the Owner, Engineer, and DOT.

Compliance with this requirement shall not be construed to relieve Contractor from the responsibility of notifying agencies or institutions whose services may be predicated upon a roadway being opened to traffic or whose services would be hindered if a roadway is closed to traffic or delays traffic. Such agencies or institutions shall include, but not be limited to, police department, fire department, municipal bus service, school bus service, and ambulance service. Contractor shall keep the required agencies informed of changing traffic patterns and detour situations.

- B. Surface Restoration

Contractor shall perform all work and furnish all materials to restore the work area. This includes any gravel, asphalt, concrete, lawn, fences, mailboxes, signs or any other surfaces or related objects damaged or disturbed by the construction operation. Surface restoration shall follow as closely as possible the backfill and compaction of excavations.

Cleanup shall be a continuing process from the start of work to final acceptance of project. Contractor shall, at all times, keep the area on which work is in progress free from accumulations of waste material or rubbish.

Spillage from the Contractor's hauling vehicles on public and private roads shall be promptly cleaned up. Upon completion of work, Contractor shall remove all temporary structures, rubbish, waste material, equipment, and supplies, resulting from the Contractor's operations. Contractor shall leave such lands in a neat and orderly condition, which is at least as good as found, prior to the new work. Contractor shall submit photos and similar records of preconstruction conditions to the Engineer prior to commencing work.

In roadways and traffic areas, Contractor shall be responsible for maintaining a road surface suitable for travel by the public and emergency vehicles from time of excavation until road surface has been restored. Such work includes dust control, temporary patching, signing, grading, temporary surfaces, and filling of potholes on temporary street surfaces, etc. Contractor shall be responsible for all claims and damages resulting from failure to maintain a suitable surface.

PART 2 – PRODUCTS

2.1 BASE COURSE

- A. Aggregate shall consist of processed and blended crushed stone. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material and shall be durable and sound. Coarse aggregate shall have a percentage of wear not to exceed 65% after 500 revolutions as determined by ASTM C 131. Aggregate shall meet applicable requirements of Section 305.2 in the South Carolina Department of Transportation Standard 2007 Specifications for Highway Construction. Material shall meet the following gradation and other requirements:

Granite Stone or Recycled Concrete	
Sieve Size	Percent by Weight Passing
2"	100
1-1/2"	95 - 100
1"	70 - 100
1/2"	48 - 75
# 4	30 - 60
# 30	11 - 30
#200	0 - 12
Liquid Limit	0 to 25
Plasticity Index	0 to 6

Marine Limestone	
Sieve Size	Percent by Weight Passing
2"	100
1-1/2"	95 - 100
1"	70 - 100
1/2"	50 - 85

# 4	30 - 60
# 30	17 - 38
#200	0 - 20
Liquid Limit	0 to 25
Plasticity Index	0 to 6

- B. Prime Coat: Shall be EA-P Special, Emulsified asphalt, conforming to Section 407 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

2.2 ASPHALT CONCRETE

- A. Surface Course: The surface course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphalt binder in an acceptable mixing plant. The plant shall conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. The gradations, asphalt content and air voids shall be the following:

TYPE C	
Square Sieve	% Passing
3/4 inch	100
1/2 inch	97 - 100
3/8 inch	83 - 100
No. 4	58 - 80
No. 8	42 - 62
No. 30	20 - 40
No. 100	8 - 20
No. 200	3 - 9
% Asphalt Binder	5.0 - 6.8
Air Voids, %	3.5 - 4.5

2.3 CONCRETE

Concrete for curbs, sidewalks, pavement, and miscellaneous construction shall conform to ASTM C 94, Alternate 3; and shall have a design mix proportioned for 3,000 pounds per square inch compressive strength at 28 days. Concrete mix shall contain no less than 5-1/2 sacks of cement per cubic yard.

1. Concrete Forms: All forms shall be either two-inch (2") dimension lumber, plywood, or metal forms.
2. Curing Compound: Commercial grade conforming to ASTM C 309, Type I.
3. Reinforcing Steel: Conform to ASTM A 615, Grade 60.

2.4 CONCRETE PIPE FOR CULVERT REPLACEMENT

Concrete Pipe shall conform to ASTM C 76, Class III O-ring unless there is less than 1.5 feet of cover over the pipe, then Class IV O-ring will be required.

PART 3 – EXECUTION

3.1 CONSTRUCTION PROCEDURE

- A. Engineer reserves the right to vary classes of backfill and type of resurfacing as best serves the interest of Owner. Trench backfill shall be as specified in the details and related specifications.
- B. Replace all pavement damaged under this contract with similar materials and design. Bomanite shall be replaced to match existing conditions.

3.2 REMOVAL OF PAVEMENT, SIDEWALK, CURBS AND GUTTERS

Removal and disposal of all pavement, sidewalks, curbs, and gutters shall conform to the standard specifications. Saw cut sections to be removed to create a neat edge.

3.3 STREET MAINTENANCE

Maintain all streets as specified in the applicable Encroachment Permit(s) and allow traffic to follow normal or rerouted traffic patterns.

3.4 ASPHALT CONCRETE PAVEMENT REPLACEMENT

Procedures shall be followed as specified below and as detailed on the plans.

- A. Subgrade:
 - 1. Bring trench to a smooth, even grade at correct distance below top of existing pavement surface, providing adequate space for the base course and pavement. Trim existing pavement to a straight line. Remove any pavement which has been damaged, broken, or is unsound. Provide a smooth, sound edge for joining the new pavement.
 - 2. Compact the subgrade to ninety-seven percent (97%) of its modified proctor. (ASTM D-1557)
- B. Base Course:
 - 1. Place sufficient base course on the subgrade to obtain a minimum thickness of twelve inches (12") after compaction.
 - 2. Place for full width of the trench and compact as required to provide a smooth surface without segregation.
 - 3. Compact the base course with mechanical vibratory or impact tampers. Determine the amount and method of compaction necessary to prevent subsequent settlement. Any subsequent settlement of finished surfacing during the warranty period shall be promptly repaired at Contractor's expense.

- C. Prime Coat: After base course has been compacted, apply an asphalt prime coat, specified above, at 0.15- to 0.30- gallon per square yard to the surface of base course and edges of existing pavement as required.
- D. Asphalt Concrete:
1. Place asphalt concrete on prepared subgrade over the trench to a depth of not less than two and one-half inches (2 1/2") or depth of adjacent pavement, whichever is greater, but not for more than 6 inches. Place asphalt concrete after the prime coat has set. Spread and level asphalt concrete with hand tools or by use of a mechanical spreader, depending upon the area to be paved. Bring asphalt concrete to the proper grade and compact by rolling or use hand tampers where rolling is impossible or impractical.
 2. Roll with power rollers capable of providing compression of 200 to 300 pounds per linear inch. Begin rolling from outside edge of the replacement progressing toward existing surfacing, lapping existing surface at least one-half the width of the roller. If existing surfacing bounds both edges of the replacement, begin rolling at edges of the replacement, lapping existing surface at least one-half the width of the roller, and progress toward center of the replacement area. Overlap each preceding track by at least one-half the width of the roller and make sufficient passes over entire area to remove all roller marks and to produce desired result, as determined by Engineer.
 3. Finished surface of new compacted paving shall be flush with existing surface and shall conform to the grade and crown of adjacent pavement.
 4. Immediately after new paving is compacted, all joints between new and original asphalt pavement shall be painted with hot asphalt or asphalt emulsion and be covered with dry paving sand before the asphalt solidifies.
- E. Surface Smoothness: When a straightedge is laid across patched area between edges of old surfacing and surface of new pavement, new pavement shall not deviate from the straightedge more than one-quarter inch.

3.5 WEATHER CONDITIONS

Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall, sand or dust storms, or any imminent storms. The Engineer will determine when surfaces and material are dry enough to proceed with construction. Asphalt concrete shall not be placed (1) when atmospheric temperature is lower than 45 degrees F (unless asphalt thickness is 1 inch, then temperature shall be above 55 degrees F), (2) during heavy rainfall, or (3) when the surface upon which it is to be placed is frozen or wet. Asphalt mixture shall be delivered to spreader at a temperature between 275 degrees F and 325 degrees F and shall not have dropped more than 50 degrees F from temperature the mix left asphalt plant. Asphalt for prime coat shall not be applied when the surface temperature is less than 50 degrees F. Exceptions will be permitted only in special cases and only with prior written acceptance of the Engineer.

3.6 PROTECTION OF STRUCTURES

- A. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from paving operations. Remove any oil, asphalt, dirt, or other undesirable matter from structures caused by the paving operations.
- B. Where water valve boxes, manholes, catch basins, or other underground utility appurtenances are within area to be surfaced, resurfacing shall be level with the top of existing finished elevation of these facilities. If it is evident these facilities are not in accordance with the proposed finished surface, notify Engineer to have proper authority contacted. Have the facility altered before proceeding with resurfacing around the obstruction. Consider any delays experienced from such obstructions as incidental to the paving operation. Protect all covers during asphalt paving.
- C. All surface structures and features located outside permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without direction from the Engineer. Within construction limits, as required, the removal of improvements such as paving, curbing, walks, turf, etc., shall be subject to acceptable replacement after completion of underground work. All expense of removal and replacement shall be borne by the Contractor to the extent that separate compensation is not specifically provided for in the Contract.

Obstructions such as street signs, guard posts, small culverts, mailboxes, and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as accepted by the Engineer. Nonessential items shall be properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting at the sole expense of Contractor.

Contractor shall be responsible for protection of existing overhead utilities and poles. This shall include arranging with and paying the utility for holding poles close to the edge of any trench. Holding of poles and repair of any damage to these facilities shall be considered incidental to the project with no additional compensation allowed. If relocation or removal of these facilities is required, Contractor will contact the concerned utility and pay for relocation or removal at no additional expense to Owner.

3.7 EXCESS MATERIALS

Dispose of all excess materials at the Contractor's expense. Make arrangements for the disposal and bear all costs or retain any profit incidental to such disposal.

3.8 CONTRACTOR'S RESPONSIBILITY

Settlement of replaced pavement over trenches within the warranty period shall be considered result of improper or inadequate compaction of sub base or base materials.

Contractor shall promptly repair all pavement deficiencies during the warranty period at Contractor's sole expense.

3.9 ROCK SURFACING

Where existing, place crushed rock surfacing material, as specified herein, for the full width of all streets, driveways, parking areas, street shoulders, and other areas disturbed by hand labor where necessary. Level and grade the rock to conform to existing grades and surfaces.

3.10 SIDEWALKS

- A. Replace concrete sidewalks to the same section width, depth, line, and grade as removed or damaged.
- B. Replace concrete sidewalks between scored joints and make replacement in a manner that will avoid a patched appearance. Provide a minimum two-inch (2") thick compacted leveling course of clean 3/4-inch minimum crushed rock or gravel of quality hereinbefore specified. Finish concrete surface similar to the adjacent sidewalks. Score joints and finish edges with a steel edging tool.
- C. Saw cut edges neatly.
- D. Tunneling under curbs and sidewalks is optional. However, should any subsequent cracking, subsidence, or any other indication of failure occur within the warranty period, damaged section shall promptly be replaced at Contractor's sole expense.

3.11 DIRECTIONAL BORING

Horizontal directional boring/drilling (HDD or Horizontal Directional Drilling) installation shall be accomplished where shown on Plans or in the Special Provisions to minimize disturbance of existing surface improvements. Contractor may elect to complete work using HDD methods if acceptable to the Engineer. The installer shall have a minimum of three years of experience in this method of construction and have installed at least 20,000 feet of 8-inch or larger diameter pipe to specified grades. Field supervisor employed by Contractor shall have at least three years of experience and shall be on site at all times during boring/drilling installation, and be responsible for all of the work.

Contractor shall submit boring/drilling pit locations to the Engineer before beginning construction.

Drilling equipment shall be capable of placing the pipe as shown on plans. The installation shall be by a steerable drilling tool capable of installing continuous runs of pipe, without intermediate pits, a minimum distance of 200 feet. The guidance system shall be capable of installing pipe within 1-1/2 inch of planned vertical dimensions and 2 inches of horizontal dimensions. Contractor shall be required to abandon pipes which vary in depth and alignment from these tolerances. Contractor shall reinstall pipes to proper depth and alignment at no additional cost to Owner.

Pull back forces shall not exceed allowable pulling forces for the pipe being installed. Drilling fluid shall be a mixture of water and bentonite clay. Disposal of excess fluid and spoils shall be the responsibility of Contractor.

3.12 CULVERTS

- A. All culverts removed because of interference with new construction shall be removed with the least possible damage to pipe or basin. Dispose of culvert pipe in too poor condition for replacement because of age, physical condition, or other reasons.
- B. Culverts anticipated to be removed must have elevations taken to ensure proper replacement. Replace all pipes to preexisting lines and grades. Pipe fifteen inches (15") and smaller shall be laid on a minimum four-inch (4") thick crushed stone aggregate. Use a minimum six-inch (6") thick stone aggregate base under pipe eighteen inches (18") and larger.
- C. Replace culvert headwalls of all types to a condition at least equivalent to their original shape or form.

3.13 RESTORATION OF SURFACE IMPROVEMENTS

Wherever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by Contractor's operations, they shall be repaired or replaced to the Engineer's satisfaction. Each item of restoration work shall be completed as soon as practicable after installation and backfilling operations on each section of pipeline.

The in place pavement structure (including base aggregates) shall be restored in kind and depth as previously existed or to the detail shown on drawings, whichever is more stringent.

Existing concrete and bituminous surfaces at the trench wall shall be sawed or cut with a cutting wheel to form a neat edge in a straight line before surfaces are to be restored. Sawing or cutting may be accomplished as a part of removal or prior to restoration at the option of Contractor. However, all surface edges will be checked prior to restoration.

3.14 TURF RESTORATION

Turf restoration shall be accomplished by sod placement except where seeding is specifically allowed or required.

Topsoil shall be placed to a minimum depth of four inches under all sod and in all areas seeded. The topsoil material used shall be light friable loam containing a liberal amount of humus and shall be free of heavy clay, coarse sand, stones, plants, roots, sticks and other foreign matter. Topsoil meeting these requirements shall be selected from excavated materials to the extent available and needed. If additional topsoil is required, Contractor shall provide it at no additional cost to the Owner.

3.15 RESTORATION OF MISCELLANEOUS ITEMS

Wherever any curbing, curb and gutter sections, pedestrian walks, fencing, driveway surfacing, or other improvements are removed or in any way damaged or undermined, they shall be restored to original condition by repair or replacement as the Engineer considers necessary. Replacement of old materials will be acceptable only to the extent existing quality can be fully achieved, such as in the case of fencing. Otherwise new

materials shall be provided and placed as the Engineer directs. Workmanship and finished quality shall be equal to new construction.

A proper foundation shall be prepared before reconstructing concrete or bituminous improvements. Unless otherwise directed, granular material shall be placed to a depth of at least four inches under all concrete and bituminous items. No direct compensation will be made for furnishing and placing this material even though such course was not part of the original construction.

3.16 MAINTENANCE AND FINAL CLEANUP

All subgrade surfaces shall be maintained acceptably until the start of surfacing construction or restoration work, and until work has been finally accepted. Additional materials shall be provided and placed as needed to compensate for trench settlement and to serve as temporary construction pending completion of the final surface improvements.

Final disposal of debris, waste materials, and other remains or consequences of construction, shall be accomplished intermittently as new construction items are completed and shall not be left to await final completion of all work. Cleanup operations shall be considered as being a part of the work covered under Contract Items involved and only work which cannot be accomplished at any early time shall be considered as final cleanup work not attributable to a specific Contract Item.

If disposal operations and other cleanup work are not conducted properly as construction progresses, Engineer may withhold partial payments until such work is satisfactorily pursued or deduct the estimated cost of its performance from partial estimate value.

Maintenance of sodded and seeded areas shall include adequate watering for plant growth and replacement of any dead or damaged sod as may be required for acceptance of the work.

END OF SECTION

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SECTION 02720
STORM DRAINAGE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Construction of pipes, drainage inlets, manholes, headwalls, and various drainage structures.

1.2 OPTIONS

- A. The bid form and specifications describe several pipe materials. Owner will select the one to be used. Where manufacturers of material or equipment are named in the specifications, Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer as equivalent to those specified.

1.3 REFERENCES (Latest Revision)

- A. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.
- C. ASTM C 76 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- D. ASTM C 443 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- E. ASTM B 745/B 745M – Corrugated Aluminum Pipe for Sewers and Drains.
- F. ASTM D 1056 – Flexible Cellular Materials – Sponge or Expanded Rubber.
- G. ASTM F 2306/F 2306M – 12 to 60-Inch (300 to 1,500 mm) Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
- H. ASTM D 1751 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- I. ASTM D 1752 – Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
- J. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.
- K. ASTM C 150 – Portland Cement.
- L. ASTM C 144 – Aggregate for Masonry Mortar.

- M. ASTM C 207 – Hydrated Lime for Masonry Purposes.
- N. ASTM C 62 – Building Brick (Solid Masonry Units Made From Clay or Shale).
- O. ASTM C 55 – Concrete Brick.
- P. ASTM C 478 – Precast Reinforced Concrete Manhole Sections.
- Q. ASTM C 1433 – Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers.
- R. ASTM D 1557 – Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- S. ASTM D 6938 – In Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- T. ASTM F 405 – Corrugated Polyethylene (PE) Tubing and Fittings.
- U. ASTM C 913 – Precast Concrete Water and Wastewater Structures.
- V. ASTM D 3212 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- W. ASTM F 477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- X. AASHTO M 294 – Corrugated Polyethylene Pipe, 300 to 1500-mm Diameter.
- Y. ASTM F667 – Large Diameter Corrugated Polyethylene Pipe and Fittings.

1.4 QUALITY ASSURANCE

- A. Material Review – Contractor will furnish the Engineer and Owner a description of all material before ordering. Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.
- B. Manufacturer – Material and equipment shall be standard products of a manufacturer who has manufactured them for a minimum of 2 years and provides published data on their quality and performance.
- C. Subcontractor – A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with their competence.
- D. Design – Devices, equipment, structures, and systems not designed by Engineer and Contractor wishes to furnish, shall be designed by either a Registered Professional Engineer or by someone the Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before ordering.
- E. Testing Agencies – Soil tests shall be taken by a testing laboratory operating in accordance to ASTM D-3740 and E-329 and be acceptable to the Engineer prior

to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided the manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests, spot checked by an outside laboratory and furnishes satisfactory certificates.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. Contractor shall repair any damage caused by the storage. Material shall be examined before installation. Neither damaged nor deteriorated material shall be used in the work.

1.6 SEQUENCING AND SCHEDULING

- A. Contractor shall arrange work so sections of pipes between structures are backfilled, checked, pavement replaced and the section placed in service as soon as reasonable after installation.

1.7 ALTERNATIVES

- A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, the Engineer and Owner will examine suggestion, and if accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to Owner and not for Contractor's convenience.

1.8 GUARANTEE

- A. Contractor shall guarantee quality of materials, equipment, and workmanship for a minimum period of 12 months or as required by the local governing agency after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.9 EXISTING UTILITIES

- A. All known utility facilities are shown schematically on the construction drawings, and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown, will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for cost of repairs to damaged underground facilities; even when such facilities are not shown on the drawings.
- B. The Contractor shall call for underground utility locations before starting work. Underground utilities location service can be contacted at 1-888-721-7877 (SC) or 811.

1.10 TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).
- B. In place density tests in accordance with ASTM D 1556 or ASTM D 6938.
- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48-hours notice prior to taking any tests.
- E. Testing shall be the Contractor's responsibility and shall be performed at Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph C above.
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 PIPE

- A. Concrete Pipe – Shall be reinforced Class III, Class IV, or Class V and shall conform to ASTM Specification C-76. Pipe less than 48 inch inside diameter shall be manufactured without lifting holes. Joints shall be either 'O' ring watertight flexible rubber, or tongue and groove as indicated on the plans. Gasketed single offset joints may be used in lieu of 'O' ring joints if acceptable to the Engineer.
 - 1. 'O' Ring Joints – Shall be water tight flexible rubber gasket and shall meet ASTM Specification C-443.
 - 2. Gasketed single offset joint shall be soil tight and shall meet ASTM Specification C-443.
 - 3. Tongue and groove joints shall utilize mastic sealant and the exterior shall be wrapped with geotextile material.
- B. Corrugated Aluminum Alloy Pipe – Shall conform to ASTM B745. Pipe may be annular or helical.
 - 1. Joints – Coupling bands shall be one piece lap-type, having a width conforming to the pipe manufacturer's recommendations. They shall be of the angle lug, rod and lug, or U-bolt type. The type, size and gauge of bands and size of angles, bolts and rods shall be as specified in applicable standards or specifications for pipe. Exterior rivet heads in the longitudinal seam under coupling band shall be countersunk or rivets shall be omitted and the seam welded.

2. Gaskets – Gaskets shall be made of 3/8 inch thick by 6-1/2 inch minimum width closed cell expanded synthetic rubber, fabricated in the form of a cylinder with a diameter approximately 10% less than nominal pipe size. The gasket material shall conform to requirements of ASTM D1056, Grade Number SBE-43.
 3. Bends – Where specified, shall be shop fabricated to angles and dimensions shown on the construction drawings.
- C. Polyethylene – Shall be high density polyethylene corrugated pipe having an integrally formed smooth interior, equivalent to Advanced Drainage Systems N-12WT, N-12STIB or Hancor Blue Seal or Sure-Lok ST. Pipe shall conform to ASTM F667 and F2306.
1. Joints – Pipe shall be joined using an integral bell and spigot joint meeting ASTM F2306 specifications. The joint shall be soil and water tight and gaskets, when applicable, shall meet requirements of ASTM F477. A joint lubricant supplied by manufacturer shall be used on the gasket and bell during assembly.
- D. Subgrade Drain – Shall be heavy duty corrugated polyethylene perforated pipe manufactured by Advanced Drainage Systems (ADS) or equivalent and shall conform to ASTM F-405.

2.2 DRAINAGE STRUCTURES

- A. Details – See plans.
- B. Concrete – Reinforced and non-reinforced.
1. Minimum compressive strength = 3,000 p.s.i. at 28 days.
 2. Reinforcing shall be covered by a minimum 1 inch of concrete for top slabs and 1-1/2 inches for walls and bases and 3 inches where concrete is deposited directly against the ground.
 3. Expansion joint filler materials shall conform to ASTM D 1751 or D 1752.
- C. Mortar – Connection of pipe and drainage structures shall be composed of one part by volume of Portland cement and two parts of sand. The Portland cement shall conform to ASTM C-150, Type I or II. The sand shall conform to ASTM C-144 and shall be of an accepted gradation. Hydrated lime may be added to the mixture of sand and cement in an amount equal to 25% of cement volume used. Hydrated lime shall conform to ASTM C-207, Type S. Quantity of water in the mixture shall be sufficient to produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalis, and organic impurities. The mortar shall be used within 30 minutes from time ingredients are mixed with water.
- D. Brick Masonry – Brick shall conform to ASTM Specification C-62, Grade SW or C-55, Grade S. Mortar for jointing and plastering shall consist of one part Portland cement and two parts fine sand. Lime may be added to the mortar in an

amount not more than 25% of the cement volume used. Joints shall be completely filled and shall be smooth and free from surplus mortar on the inside of structure. Brick structures shall be plastered with 1/2 inch of mortar over entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course, and for round structures, brick shall be laid radially with every sixth course a stretcher course.

- E. Precast – Shall be constructed in accordance with ASTM C-478, C-913, or C-1433 and conform to details on the project drawings.
1. Joints – Shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O-Ring or Type A or B "Tylox" conforming to ASTM C443 and mastic shall be "Ram-nek" or equivalent with primer. Primer shall be applied to all contact surfaces of manhole joints at the factory in accordance with manufacturer's instructions.
 2. Steps – Shall be polypropylene equivalent to M.A. Industries, Type PS-1 or PS-1-PF. Steps shall be installed at the manhole factory and in accordance with recommendations of step manufacturer. Manholes will not be acceptable if steps are not installed accordingly.
 3. Leaks – No leaks in the manhole will be acceptable. All repairs made from inside the manhole shall be made with mortar composed of one part portland cement and two parts clean sand; mixing liquid shall be straight bonding agent equivalent to "Acryl 60."
- F. Frame, cover & grating shall conform to details shown on the project drawings. Grates in pavement and in other flush-mounted type surfaces shall be of a "bicycle-safe" configuration consisting of 45 degree diagonal bars or slotted grates with a maximum clear opening of 1 inch and a maximum length of 9-inches. In any case, the long dimension of openings should be located transverse to direction of traffic when possible.

2.3 FILTER FABRIC

- A. Shall be a non-woven heat-bonded fiber of polypropylene and nylon filaments equivalent to Mirafi 140 N. The fabric shall be finished so filaments will retain their relative position with respect to each other. Fabric shall contain stabilizers and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultraviolet and/or heat exposure. The product shall be free of flaws, rips, holes, or defects.

2.4 SOILS AND STONE AGGREGATES

- A. Stone aggregate shall be clean crushed granite or concrete meeting the gradation requirements of grade No. 57.
- B. Soils used for bedding, haunching, and initial backfill shall be as shown in the following table and shall meet requirements and classifications of ASTM D2321 and ASTM D2487.

Class	Type	Soil Group Symbol D 2487	Description	Percentage Passing Sieve Sizes		
				1-1/2 inch (40 mm)	No. 4 (4.75 mm)	No. 200 (0.075 mm)
IB	Manufactured, Processed Aggregates; dense-graded, clean.	None	Angular, crushed stone (or other Class 1A materials) and stone/sand mixtures with gradations selected to minimize migration of adjacent soils; contain little or no fines.	100%	≤50%	<5%
II	Coarse – Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures; little or no fines.	100%	<50% of "Coarse Fraction"	<5%
		GP	Poorly-graded gravels and gravel-sand mixtures; little or no fines.			
		SW	Well-graded sands and gravelly sands; little or no fines.		>50% of "Coarse Fraction"	
		SP	Poorly-graded sands and gravelly sands; little or no fines.			
	Coarse-Grained Soils; borderline clean to w/fines.	Eg. GW-GC, SP-SM.	Sands and gravels that are borderline between clean and with fines.	100%	Varies	
III	Coarse-Grained Soils with Fines	GM	Silty gravels, gravel-sand-silt mixtures.	100%	<50% of "Coarse Fraction"	5%
		GC	Clayey gravels, gravel-sand-clay mixtures.			
		SM	Silty sands, sand-silt mixtures.		>50% of "Coarse Fraction"	
		SC	Clayey sands, sand-clay mixtures.			
IVA	Fine-grained soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity.	100%	100%	>50%
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.			

2.5 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products by the submittal of shop drawings before they are ordered.

PART 3 – EXECUTION

3.1 ON SITE OBSERVATIONS OF WORK

- A. The line, grade, deflection, and infiltration of storm sewers shall be tested by Contractor under direction of Engineer. Owner's Representative or Engineer will have the right to require any portion of work be completed in their presence and if work is covered up after such instruction, it shall be exposed by Contractor for observation. However, if Contractor notifies Engineer such work is scheduled and the Engineer fails to appear within 48-hours, Contractor may proceed. All work completed and material furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed. All materials not conforming to requirements of specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Project Engineer or Project Representative a minimum of 48-hours notice for all required observations or tests. Storm sewers shall be dry for observation by the Engineer. Lines under water shall be pumped out by Contractor prior to observation, at no additional cost to the Owner.

It will also be required of Contractor to keep accurate, legible records of the location of all storm sewer lines and appurtenances. These records will be prepared in accordance with paragraph on "Record Data and Drawings" in the Special Conditions. Final payment to the Contractor will be withheld until all such information is received and accepted.

3.2 EXCAVATION FOR PIPE AND STRUCTURES

- A. Excavated material shall be piled a sufficient distance from the trench banks to avoid overloading to prevent slides or cave-ins.
- B. Remove from site all material not required or suitable for backfill.
- C. Grade as necessary to prevent water from flowing into excavations.
- D. Remove all water accumulating in the excavation, from surface flow, seepage, or otherwise, by pumping or other acceptable method.
- E. Sheet piling, bracing or shoring shall be used as necessary for protection of the work and safety of personnel.

3.3 TRENCHING FOR PIPE

- A. Trenching for Pipe – The width of trenches at any point below top of pipe shall be not greater than outside diameter of pipe plus 4 feet to permit satisfactory jointing and thorough bedding, haunching, backfilling and compacting under and around pipes. Sheet piling and bracing where required shall be placed within the trench width as specified. Care shall be taken not to over-excavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures shall be necessary. Cost of this re-design

and increased cost of pipe or installation shall be borne by Contractor without additional cost to the Owner. When installing pipe in a positive projecting embankment installation, the embankment shall be installed to an elevation of at least 1 foot above top of pipe for a width of five pipe diameters on each side of pipe before installation of pipe.

- B. Removal of Unsuitable Material – Where wet or otherwise unstable soil, incapable of supporting the pipe is encountered in bottom of trench, such material shall be removed to depth required and replaced to proper grade with stone or sand foundation as determined by Engineer. This foundation shall be compacted to 95% modified proctor.

3.4 PROTECTION OF UTILITY LINES

- A. Existing utility lines shown on drawings or locations of which are made known to the Contractor prior to excavation, and are to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired at Contractor's expense. If the Contractor damages any existing utility lines not shown on drawings or locations of which are not known to Contractor, report thereof shall be made immediately. If Engineer determines repairs shall be made by Contractor, such repairs will be ordered under the clause in GENERAL CONDITIONS of contract entitled "CHANGES." When utility lines to be removed are encountered within the area of operations, Contractor shall notify Engineer in ample time for necessary measures taken to prevent interruption of service.

3.5 FOUNDATION AND BEDDING

- A. Stone Foundation – Where the subgrade of pipe is unsuitable material, Contractor shall remove unsuitable material to a depth determined by Engineer or Geotechnical Consultant and furnish and place stone foundation in trench to stabilize subgrade.
- B. Sand Foundation – Where the character of soil is unsuitable, even though dewatered, additional excavation to a depth determined by Engineer or Geotechnical Consultant shall be made and replaced with clean sand furnished by Contractor.
- C. Bedding for pipe shall provide a firm surface of uniform density throughout the entire length of pipe. Before laying pipe, trench bottom shall be de-watered by the use of well points. Where well points will not remove the water, Contractor shall construct sumps and use pumps to remove all water from bedding surface. Pipe shall be carefully bedded in stone accurately shaped and rounded to conform to lowest 1/3 outside portion of circular pipe, or lower curved portion of arch pipe for the entire length of pipe. Bell holes and depressions for joints shall be only of such length, depth, and width as required for properly making the particular type joint.
- D. Concrete Pipe:
 - 1. Materials for bedding concrete pipe shall be either Class II, Class III, or Class IB if processed, to minimize migration of adjacent material.

2. Depth of bedding shall be equal to 1/24 the outer diameter of pipe or 3 inches, whichever is greater.
 3. Bedding area under the center of pipe, for a width 1/3 outer diameter of pipe, known as middle bedding, shall be loosely placed. Remainder of bedding for full width of the trench shall be compacted to a minimum density of 85% for Class II bedding and 90% for Class III bedding as determined by ASTM D1557.
- E. Polyethylene and Corrugated Aluminum Alloy Pipe
1. Materials for bedding polyethylene and corrugated aluminum alloy pipe shall be either Class II, Class III, or Class IB if processed to minimize migration of adjacent materials.
 2. Depth of bedding shall be equal to 1/10 the outer diameter of pipe or a minimum of 6 inches, whichever is greater.
 3. Bedding area under the center of pipe, for a width 1/3 outer diameter of pipe, known as middle bedding, shall be loosely placed. Remainder of bedding for full width of the trench shall be compacted to a minimum density of 90% for Class II bedding and 95% for Class III bedding.

3.6 HAUNCHING, INITIAL BACKFILL, AND FINAL BACKFILL

- A. Haunching – After the bedding has been prepared and pipe is installed, Class II or Class III soil shall be placed along both sides of pipe, in layers not exceeding 6 inches in compacted depth. Care shall be taken to insure thorough compaction and fill under haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers and rammers. Haunching shall extend up to the spring line of pipe and be compacted to following densities:
1. RCP: Minimum density shall be 90% as determined by ASTM D1557.
 2. HDPE and Corrugated Aluminum Alloy Pipe: Minimum density shall be 95% as determined by ASTM D1557.
- B. Initial Backfill – HDPE and corrugated aluminum alloy pipe require initial backfill material of either Class II or Class III soils to be placed from the spring line to a minimum of 6 inches above top of pipe in 6 inch lifts. This initial backfill shall be compacted to a minimum density of 95% as determined by ASTM D1557. Reinforced concrete pipe does not specifically require initial backfill. Initial backfill for reinforced concrete pipe can be the same as final backfill.
- C. Final Backfill – For all pipes, it should extend to the surface and shall be select materials compacted to a minimum of 98% as determined by ASTM D1557 if pipe is under pavement. If pipe is in grassed areas final backfill may be native materials compacted to a minimum density of 90% as determined by ASTM D1557.

3.7 PLACING PIPE

- A. Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipe lines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall have been checked before backfilling. When storm drain pipe terminates in a new ditch, headwall or end section, together with ditch pavement, if specified, shall be constructed immediately as called for on the plans. Ditch slopes and disturbed earth areas shall be grassed and mulched as required. Contractor will be responsible for maintaining these newly constructed ditches and take immediate action subject to acceptance, keeping erosion of the ditch bottom and slopes to a minimum during life of contract. No additional compensation will be given to Contractor for the required diversion of drainage and/or dewatering of trenches. Grassing the trench backfill shall conform to requirements of Section 02902 – “Grassing.”
- B. Concrete Pipe: Laying shall proceed upgrade with spigot ends of bell and spigot pipe and tongue ends of tongue and groove pipe pointing in the direction of flow. Place pipe in trench with the invert conforming to required elevations, slopes, and alignment. Provide bell holes in pipe bedding in order to insure uniform pipe support. Fill all voids under the pipe by working in backfill material.
- C. Corrugated Aluminum Pipe: Shall be laid with separate sections joined firmly together, with outside laps of circumferential joints pointing upstream and with longitudinal laps on the side. Lifting lugs, where used, shall be placed to facilitate moving the pipe without damage to exterior or interior coatings. Place pipe in trench with the invert conforming to required elevations, slopes and alignment. Fill all voids under the pipe by working in backfill material.
- D. Polyethylene Pipe – Laying shall proceed upgrade with spigot ends of bell and spigot pipe pointing in the direction of flow. Place pipe in trench with the invert conforming to required elevations, slopes, and alignment. Provide bell holes in pipe bedding in order to ensure uniform pipe support. Fill all voids under the pipe by working in bedding material. Pipe shall be installed in accordance with ASTM D-2321.
- E. Subgrade Drain Tubing – Shall be laid as detailed on construction drawings with the invert conforming to required elevations and alignment.

3.8 JOINTS IN PIPES

- A. Concrete Pipe – Joints in concrete pipe shall be either ‘O’ ring watertight flexible rubber or tongue and groove as indicated on the plans. Gasketed, single offset joints may be used if accepted by the Engineer. Maintain pipe alignment and prevent infiltration of fill material at joints during installation.
 - 1. ‘O’ ring and single offset joints shall meet the requirements of ASTM C443. They shall utilize either a rubber gasket with a circular cross section or a

rectangular cross section. Gaskets shall have no more than one splice, except two splices of the gasket will be permitted if nominal diameter of pipe exceeds 54 inches. Manufacturer's recommendations and requirements shall be followed.

2. Tongue and groove joints shall utilize a bituminous mastic such as Ram-Nek or accepted equivalent. The joint surfaces shall be primed according to manufacturer's recommendations. Care shall be taken to insure mastic material completely and uniformly seals the joint.
3. All tongue and groove joints shall receive one layer of filter fabric completely around exterior of the joint. Filter fabric shall be a minimum of 2 feet wide, centered on the joint, and overlapped a minimum of 1 foot.

B. Corrugated Aluminum Pipe – Maintain pipe alignment and prevent infiltration of fill material at joints during installation.

1. Installation of Gaskets – Shall be in accordance with recommendations of the manufacturer in regard to use of lubricants and cements and other special installation requirements. Gasket shall be placed over one end of a section of pipe for half the width of a gasket. The other half shall be doubled over end of same pipe. When adjoining section of pipe is in place, the double-over half of gasket shall then be rolled over the adjoining section. Any unevenness in overlap shall be corrected so gasket covers ends of pipe sections equally. Connecting bands shall then be centered over the adjoining sections of pipe, and rods or bolts placed in position and nuts tightened. The band shall be tightened evenly. Tension shall be kept on rods or bolts and gasket shall be closely observed to see it is seating properly in the corrugations.
2. Installation of Filter Fabric at Joint – After the connecting band has been tightened; Contractor shall place one layer of filter fabric completely around exterior of joint, a minimum of 2 feet wide, centered on joint, and overlapped a minimum of 1 foot.

C. Polyethylene Pipe – Maintain pipe alignment and prevent infiltration of fill material at joints during installation

1. Joints shall be gasketed soil-tight and water-tight bell and spigot meeting ASTM F2306. Gaskets shall meet the requirements of ASTM F477. A joint lubricant supplied by manufacturer shall be used on the gasket and bell during assembly. Spigot end of pipe shall be inserted into bell using methods recommended by the manufacturer. Pipe shall be kept true to line and grade during assembly.
2. Installation of Filter Fabric at Joint – All polyethylene pipe joints shall receive one layer of filter fabric completely around exterior of the joint. Filter fabric shall be a minimum of 2 feet wide, centered on the joint, and overlapped a minimum of 1 foot.

- D. Subgrade Drain Tubing – Joints shall be joined using snap couplings. When installing sock wrapped pipe, overlap sock ends over coupling and secure with polyethylene tape.

3.9 FIELD QUALITY CONTROL

- A. Soil and density tests shall be made by a testing laboratory acceptable to the Engineer. Laboratory tests of the soil shall be made in accordance with ASTM D 1557. In-place density tests shall be made in accordance with ASTM D 6938. Results of tests shall be furnished to the Engineer.

The minimum number of tests required shall be:

Haunching and Initial Backfill in all areas....	1 per 100-linear feet of pipe, minimum of one per run of pipe for both the haunching and initial backfill zones.
Final Backfill over pipe in traffic areas.....	1 per 100-linear feet or less for each 4-feet of depth or portion thereof.
Final Backfill over pipe in non-traffic areas.....	1 per 500-linear feet or less for each 6-feet of depth or portion thereof.

The minimum percent of compaction of the backfill material (in accordance to ASTM D1557) shall be the following:

In traffic Areas. 98% of maximum laboratory density.

In non-traffic Areas 90% of maximum laboratory density, unless otherwise accepted by the Engineer.

- B. It is the Contractor's responsibility to assure backfill is sufficient to limit pipe deflection to no more than 5%. When flexible pipe is used, a deflection test shall be made by the Contractor on entire length of installed pipeline, not less than 30-days after completion of all backfill and placement of any fill. Deflection shall be determined by use of a deflection device or by use of a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. The ball, cylinder, or circular sections shall have a diameter, or minor diameter as applicable, of 95% the inside pipe diameter. The ball, cylinder, or circular sections shall be of a homogeneous material throughout, shall have a density greater than 1.0 as related to water at 39.2 degrees F, and shall have a surface brinell hardness of not less than 150. The device shall be center bored and through bolted with a 1/4 inch minimum diameter steel shaft having a yield strength of 70,000 p.s.i. or more, with eyes at each end for attaching pulling cables. The eye shall be suitably backed with flange or heavy washer; a pull exerted on opposite end of shaft shall produce compression throughout remote end of ball, cylinder, or circular section. Circular sections shall be spaced so the distance from external faces of front and back sections shall equal or exceed diameter of circular section. Failure of the ball, cylinder, or circular section to pass freely through a pipe run, either by being pulled through by hand or by being flushed through with water, shall be cause for rejection of a run. When a deflection

device is used for the test in lieu of a ball, cylinder, or circular sections described, such device shall be given acceptance prior to use. Device shall be sensitive to 1.0% of pipe diameter being measured and shall be accurate to 1.0% of the indicated dimension. Installed pipe showing deflections greater than 5% of normal pipe diameter shall be retested by a run from the opposite direction. If retest also fails, the suspect pipe shall be repaired or replaced at no cost to Owner.

- C. 50% of pipes under roadways shall be televised and video recorded. The video observation shall include a complete pan view of each joint. If the video observation indicates problems, further televising may be required. Additional televising and video recording will be at no additional cost to the Owner.

3.10 DRAINAGE STRUCTURES

- A. Drainage structures shall be constructed of materials specified for each type and in accordance with details shown on the drawings.

3.11 REMOVE AND REPLACE PAVEMENT

- A. Pavement shall only be removed after prior written authorization by the Owner. Pavement removed and replaced shall be constructed in accordance with latest specifications of the State Department of Transportation. Traffic shall be maintained and controlled per State Department of Transportation regulations.

3.12 CONNECT PIPE TO EXISTING STRUCTURES

- A. Contractor shall connect pipe to the existing structure where indicated. For brick or precast structures, a hole not more than 4 inches larger than outside diameter of new pipe shall be cut or cored neatly in the structure, new pipe laid so it is flush with inside face of structure, and annular space around pipe filled with a damp, expanding mortar or grout to make a watertight seal.

END OF SECTION

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SECTION 02831 – CHAIN LINK FENCES AND GATES

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SECTION 02831**CHAIN LINK FENCES AND GATES****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases; concrete foundation for posts, and center drop for gates.
- C. Manual gates and related hardware.

1.2 REFERENCES (Latest Revision)

- A. ASTM A 90/A 90M – Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
- B. ASTM A 116 – Metallic-Coated, Steel Woven Wire Fence Fabric.
- C. ASTM A 121 – Metallic-Coated Carbon Steel Barbed Wire.
- D. ASTM A 123/A 123M – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- E. ASTM A 153/A 153M – Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- F. ASTM A 392 – Zinc-Coated Steel Chain-Link Fence Fabric.
- G. ASTM A 1011 – Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- H. ASTM A 653/A 653M – Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A 491 – Aluminum-Coated Steel Chain-Link Fence Fabric.
- J. ASTM F 668 – Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
- K. ASTM A 428/A 428M – Weight (Mass) of Coating on Aluminum-Coated Iron or Steel Articles.
- L. ASTM C 94/C 94M – Ready-Mixed Concrete.
- M. ASTM F 567 – Installation of Chain-Link Fence.

- N. ASTM F 1043 – Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
- O. ASTM F 1083 – Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- P. Chain Link Fence Manufacturers Institute (CLFMI) – Product Manual.

1.3 SYSTEM DESCRIPTION

- A. Fence Height: Match the existing fence height.
- B. Line Post Spacing: At intervals not exceeding 10 feet.
- C. Fence Post and Rail Strength: Conform to ASTM F1043 Heavy Industrial Fence quality.

1.4 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
- C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Manufacturer's Installation Instructions: Indicate installation requirements.

1.6 SUBMITTALS FOR CLOSEOUT

- A. Section 01730 – Operation and Maintenance Data and Section 01740 - Warranties and Bonds.
- B. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM F567 and manufacturer's instructions.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Framing (Steel): ASTM F1083 Schedule 40 galvanized steel pipe, welded construction, minimum yield strength of 25 ksi; coating conforming to ASTM F1043 Type A on pipe exterior and interior.
- B. Fabric Wire (Steel): ASTM F668 PVC coated or ASTM A116 galvanized wire.
- C. Barbed Wire: ASTM A121 galvanized steel or PVC coated steel strands with galvanized steel barbs; 12-gage thick wire, 3 strands, 4 points at 3-inch 75 oc.
- D. Concrete: ASTM C94; Normal Portland Cement, 2,500 psi strength at 28 days, 3-inch slump.

2.2 COMPONENTS

- A. Line Posts: 2.38-inch diameter.
- B. Corner and Terminal Posts: 2.88.
- C. Gate Posts: 4.5 inch diameter.
- D. Top and Brace Rail: 1.66-inch diameter, plain end, sleeve coupled.
- E. Gate Frame: 1.66-inch diameter for welded fittings and truss rod fabrication.
- F. Tension Wire: 6-gage thick steel, single strand.
- G. Tie Wire: Aluminum alloy steel wire.

2.3 ACCESSORIES

- A. Caps: Cast steel galvanized molded rigid vinyl; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.
- C. Extension Arms: Cast steel galvanized to accommodate 3 strands of barbed wire, single-arm, vertical or sloped to 45 degrees.

2.4 FINISHES

- A. Components and Fabric: Galvanized to ASTM A123; 2.0 oz/sq ft coating.
- B. Components and Fabric: Vinyl coating, black color, as selected by Owner. Over coating of 2.0 oz/sq ft galvanizing.]
- C. Vinyl Components: Black color, as selected.
- D. Hardware: Galvanized to ASTM A153, 2.0 oz/sq ft coating.

- E. Accessories: Same finish as fabric.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install framework, fabric, accessories [and gates] in accordance with ASTM F567.
- B. Place fabric on outside of posts and rails.
- C. Set intermediate, terminal, gate, and line posts plumb, in concrete footings with top of footing 2 inches above 6 inches below finish grade. Slope top of concrete for water runoff.
- D. Line Post Footing Depth Below Finish Grade: ASTM F567 feet.
- E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567 feet.
- F. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
- G. Provide top rail through line post tops and splice with 6-inch long rail sleeves.
- H. Install center and bottom brace rail on corner gate leaves.
- I. Do not stretch fabric until concrete foundation has cured 28 days.
- J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- K. Position bottom of fabric 2 inches above finished grade.
- L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- N. Install bottom tension wire stretched taut between terminal posts.
- O. Install support arms sloped outward and attach barbed wire; tension and secure.
- P. Do not attach the hinged side of gate from building wall; provide gate posts.
- Q. Install gate with fabric and barbed wire overhang to match fence. Install three hinges per leaf, latch, catches, and drop bolt.

- R. Provide concrete center drop to footing depth and drop rod retainers at center of double gate opening.

3.2 ERECTION TOLERANCES

- A. Maximum Variation from Plumb: ¼ inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe on adjacent property lines.

3.3 SCHEDULES

- A. Property Perimeter: 6 feet high, with galvanized, coated fabric. Match existing fence.

END OF SECTION

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SECTION 02902

GRASSING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Seeding, planting grass, and fertilizing graded areas behind the structures, pipeline rights-of-way, roadway shoulders and other disturbed areas.
- B. Seed protection.
- C. Maintaining seeded areas until final acceptance.

1.2 RELATED WORK

- A. Civil and Landscape plans and specifications.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages are not acceptable. Store in cool, dry locations away from contaminants.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Damaged bags are not acceptable. Store in cool, dry locations away from contaminants.
- C. Deliver sod on pallets.
- D. All material shall be acceptable to Engineer prior to use.

1.4 PLANTING DATES

- A. This specification provides for establishment of a permanent grass cover between the dates of March 1 and September 30. If finished earth grades are not completed in time to permit planting and establishment of permanent grass during the favorable season between dates specified above unless otherwise accepted, Contractor will be required to plant a temporary cover to protect new graded areas from erosion and to keep windborne dust to a minimum. The temporary cover shall be planted between October 1 and February 28 unless otherwise permitted.

PART 2 – PRODUCTS

- A. Contractor shall submit source and species certification documents to Engineer and Owner's Representative for review prior to installation. Supply complete information on all analysis/test methodologies and results; laboratory certifications, manufacturer's specifications, and agency approvals to the Landscape Architect/Project Engineer prior to placement of soil mixtures. In

addition, provide the Landscape Architect/Project Engineer with thoroughly mixed sample of soil mixes for acceptance prior to placement. Landscape Contractor shall make modifications and improvements to soil mixes deemed necessary by the soil analysis to meet requirements specified here in before, and to ensure proper growing medium for plant material.

2.1 SEED

- A. All seed shall conform to State Laws and requirements and regulations of the State Department of Agriculture.
- B. The varieties of seed, as specified in Section 2.2, shall be individually packaged or bagged, and tagged to show name of seed, net weight, origin, germination, lot number, and other information required by the State Department of Agriculture.
- C. Engineer reserves the right to test, reject, or accept all seed before seeding.

2.2 SEEDING SCHEDULE

A.	<u>SEED</u>	<u>RATE</u>	<u>PLANTING DATES</u>
	Bermuda	50-lbs/acre	March 1 – September 30
	Rye	75-lbs/acre	October 1 – February 28

2.3 FERTILIZER

- A. Commercial fertilizer of accepted type, conforming to State fertilizer laws at the rate as recommended by soils test.

2.4 LIME

- A. Agricultural grade, ground limestone at the rate as recommended by soils test.

2.5 SPRIG

- A. Healthy living stems, stolons, or rhizomes and attached roots of locally adapted grass without adhering soil, including two to three nodes and from 4 to 6 inches long. Obtain from heavy, dense certified sod. Provide sprigs which have been grown under climatic conditions similar to those in the locality of project. Coordinate harvesting and planting operations to prevent exposure of sprigs to the sun for more than 30 minutes before covering and moistening. Sprigs showing signs of wilt, mold, containing weeds or other detrimental material or are heat damaged will be rejected.
- B. Varieties of sprig, as specified in section 2.6, shall be individually packaged or bagged, and tagged to show name of sprig, net weight, origin, and other information required by the State Department of Agriculture.
- C. Sprigs shall be pure to variety specified and shall be free of other grass species, weeds or foreign matter.
- D. Sprigs shall be harvested by digging (not collected above soil level), shredding

sod, rototilling sod and raking, vericutting, or with a sprig harvester. Sprigs shall consist of mostly rhizomes and crowns with only a few green leaves.

2.6 SPRIGGING SCHEDULE

A.	<u>SPRIG</u>	<u>RATE</u>	<u>PLANTING DATES</u>
	'Tifspport' Bermuda	1,000 bushels/acre (Maximum 12 week grow-in)	April 1 – August 31
	Stabilize site with temporary grass seed		September 1 – March 31 (See section 2.2)
B.	In areas where existing grass is to be matched, Contractor shall sprig at the rate and dates recommended by sprig distributor.		

2.7 SOD

- A. Sod shall be premium grade, densely rooted, good quality grass of the species and certified variety as shown on the plans, free from noxious weeds with no surface soil being visible. The sod shall be obtained from areas where the soil is reasonably fertile. Sod of specified species shall be grown from seed or sprig with not less than 95 percent germination, 85 percent pure seed, and not more than 0.5 percent weed seed. The sod shall be machine cut to a uniform soil thickness that shall contain practically all of the dense root system and not be less than 1-inch thick.
- B. Before cutting, sod shall be mowed to a height of not less than 1-1/2-inches or more than 2-inches. Sod shall be cut in minimum uniform widths of 12-inches and lengths of 24 inches.
- C. Sod shall be delivered to site in a fresh, moist condition with healthy green foliage. It shall be unloaded from delivery trucks on pallets or in rolls and placed in final position within 24 hours of delivery. Sod shall be protected from wind and sun and shall not be allowed to dry out before planting.
- D. Sod shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper 10 percent of the section.

2.8 ACCESSORIES

- A. Straw Mulch: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition.
- B. Excelsior Mulch: Excelsior mulch shall consist of wood fibers cut from sound, green timber. The average length of fibers shall be 4 to 6 inches. Cut shall be made in such a manner as to provide maximum strength of fiber, but at a slight angle to natural grain of the wood to cause splintering of fibers when weathering in order to provide adherence to each other and to soil.

- C. Wood cellulose fiber shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogenous slurry. Mulch fibers shall intertwine physically to form a strong moisture holding mat on the ground surface and allow rainfall to percolate into underlying soil. The mulch shall be heat processed to contain no germination or growth-inhibiting factors. It shall be dyed (non-toxic) an appropriate color to facilitate metering of material.

2.9 PRODUCT REVIEW

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Areas to be seeded shall be made smooth and uniform and shall conform to the finished grade indicated on plans.
- B. Remove foreign materials, plants, roots, stones, and debris from surfaces to be seeded.
- C. Grassing areas, if not loose, shall be loosened to a minimum depth of 3 inches before fertilizer, seed or sod is applied.
- D. Amendments to soils shall be incorporated into loosened 3-inch top soil layer as recommended by soils tests.
- E. Contractor shall provide Topsoil Analysis Tests performed by a State Agricultural Experiment Station, Soil and Water Conservation District, State University, or other qualified private testing laboratory, as acceptable to Landscape Architect/Project Engineer. Soils test shall identify existing pH and nutrient levels, as well as recommended adjustments based on the type of grass to be installed.

3.2 STAND OF GRASS

- A. Before acceptance of seeding, sodding, or sprigging is performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of re-establishment in spring.
- B. Before acceptance of seeding is performed for the establishment of temporary vegetation, Contractor will be required to produce a stand of grass sufficient to control erosion for a given area and length of time before the next phase of construction or establishment of permanent vegetation is to commence.

3.3 SEEDING AND SPRIGGING DATES

- A. Seeding and sprigging shall be performed during periods and at rates specified in their respective schedules. Seeding and sprigging work may, at discretion of Contractor, be performed throughout the year using schedule prescribed for given period. Seeding and sprigging work shall not be conducted when the ground is frozen or excessively wet. Contractor will be required to produce a satisfactory stand of grass regardless of the period of year work is performed.

3.4 APPLYING LIME AND FERTILIZER

- A. Following advance preparation and placing selected material for shoulders and slopes, lime and fertilizer, if called for based on soil tests, shall be spread uniformly over the designated areas, and shall be thoroughly mixed with the soil to a depth of approximately 2 inches. Fertilizer and lime shall be applied at the rate recommended by required soils test. Unless otherwise provided, lime will not be applied for temporary seeding. In all cases where practicable, acceptable mechanical spreaders shall be used for spreading fertilizer. On steep slopes subject to slides and inaccessible to power equipment, the slopes shall be adequately scarified. Fertilizer may be applied on steep slopes by hydraulic methods as a mixture of fertilizer and seed. When fertilizer is applied with combination seed and fertilizer drills, no further incorporation will be necessary. The fertilizer and seed shall be applied together when Wood Cellulose Fiber Mulch is used. Any stones larger than 2-1/2 inches in any dimension, larger clods, roots, or other debris brought to the surface shall be removed.

3.5 SEEDING

- A. Seed shall be sown within 24 hours following application of fertilizer and lime and preparation of the seedbed as specified in Section 3.4. Seed shall be uniformly sown at rate specified by the use of acceptable mechanical seed drills. Rotary hand seeders, power sprayers or other satisfactory equipment may be used on steep slopes or on other areas inaccessible to seed drills.
- B. Seeds shall be covered and lightly compacted by means of cultipacker or light roller if the drill does not perform this operation. On slopes inaccessible to compaction equipment, the seed shall be covered by dragging spiked chains, by light harrowing or by other satisfactory methods.
- C. Apply water with fine spray immediately after each area has been sown.
- D. Do not sow seed when ground is too dry, during windy periods or immediately following a rain.
- E. If permitted by the special provisions, wood cellulose fiber mulch or excelsior fiber mulch may be used.

3.6 SEED PROTECTION (STRAW MULCH)

- A. All seeded areas seeded with permanent grasses shall be uniformly mulched in a continuous blanket immediately following seeding and compacting operations, using at least 2 tons of straw per acre.

3.7 SEED PROTECTION (EXCELSIOR MULCH)

- A. Seed shall be sown as specified in Section 3.5. Within 24 hours after covering of seed, excelsior mulch shall be uniformly applied at the rate of 2 tons per acre. The mulch may be applied hydraulically or by other acceptable methods. Should the mulch be placed in a dry condition, it shall be thoroughly wetted immediately after placing. Engineer may require light rolling of the mulch to form a tight mat.

3.8 SEED PROTECTION (WOOD CELLULOSE FIBER MULCH)

- A. After the lime has been applied and ground prepared as specified in Section 3.4, wood cellulose fiber mulch shall be applied at a rate of 1,500 pounds per acre in a mixture of seed and fertilizer. Hydraulic equipment shall be used for application of fertilizer, seed, and slurry of the prepared wood pulp. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide an even distribution of slurry on various areas to be seeded. The slurry tank shall have a minimum capacity of 1,000 gallons.

Seed, fertilizer, wood pulp mulch, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by hydraulic seeding method specified herein. Materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be regulated so amounts and rates of application shall result in a uniform application of all materials at rates not less than amount specified. Using the color of wood pulp as a guide, equipment operator shall spray prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream to fall like rain, allowing wood fibers to build upon each other until an even coat is achieved.

3.9 SPRIGGING

- A. Sprigs shall be placed at the date and rates as shown in section 2.6. The sprigging method shall be by broadcast sprigging, hydroplanting or row planter. Sprigging procedure shall ensure even coverage.
- B. Sprigs applied by broadcast over the site with a distributor or hydroseeder shall be planted at the rates listed in section 2.6. Cover broadcast sprigs with straw mulch immediately after broadcast and water in immediately (within 2 hours).
- C. Sprigs installed by row planter creating a narrow furrow that covers 50 to 80% of the sprig with soil may use less sprig material. Rate shall be as recommended by sprig supplier to provide a solid stand of turf within the time required in Section 2.6. Water in immediately (within 1 hour).

3.10 SODDING

- A. Sod shall be placed between March 1st and December 1st. However, if sod is to be placed during periods of temperatures over 90 degrees F., the Contractor shall take extra care for quick placement of sod with adequate, consistent watering necessary to ensure sod thrives as planted.
- B. Sod shall be placed within 24 hours of cutting.

- C. Place top elevation of sod 1/2 inch below adjoining paving or curbs.
- D. All areas to be sodded shall be brought to the proper line grade or cross section as was existing prior to construction. Sod shall be placed so, upon completion, edges of sodded areas will be smooth and will conform to the proposed finished grade. Sod shall be laid smooth, edge to edge, with staggered joints. Sod shall be immediately pressed firmly into contact with the sod bed by tamping or rolling, to eliminate any air pockets. A true and even surface shall be provided, to insure knitting without displacement of the sod or deformation of the sodded areas surfaces. Do not stretch or overlap sod pieces. Following compaction, screened soil of good quality shall be used to fill all cracks. Excess soil shall be worked into the grass with rakes or other suitable equipment. On slopes steeper than 3 to 1, sod shall be fastened in place with suitable wood or metal pins to hold the sod in place. Any damage by erosion or other causes occurring after completion of grading operations shall be repaired, before commencing with the sodding operations.
- E. Immediately before sodding, moisten topsoil with a fine spray to a minimum 1-inch depth. Sod shall not be laid on dry or powdery soil.
- F. Sod shall be moist when laid and placed on moist ground. The sod shall be carefully placed by hand, beginning at the toe of slopes and working upwards. The length of strips shall be at right angles to flow of surface water. All joints shall be tightly butted and end joints shall be staggered at least 12 inches. Sod shall be immediately pressed firmly into the ground by tamping or rolling. Fill all joints between strips with fine screened soil. Sod on slopes shall be pegged with sod pegs to prevent movement.
- G. Within two hours after sod has been placed, thoroughly water to a minimum depth of 4-inches. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove depressions and irregularities. Roll sodded areas with a roller not exceeding 150 lbs. per foot of roller width.

PART 4 – MAINTENANCE, WARRANTY AND ACCEPTANCE

4.1 MAINTENANCE

- A. Maintain grassed surfaces until final acceptance.
- B. Maintenance shall consist of providing protection against traffic, watering to ensure uniform seed germination and to keep surface of soil damp, and repairing any areas damaged as a result of construction operations or erosion. Maintenance shall also include, but is not limited to, watering, weeding, cultivating, removal of dead material, lawn mowing, fertilizing, and other necessary operations.
- C. The Contractor shall maintain all proposed plantings until the date of substantial completion issued by the Owner.

4.2 WARRANTY

- A. All grassed areas shall be guaranteed by Contractor to be alive and healthy for a

one-year period from date of substantial completion issued by the Owner. A final walk through with the Owner shall be conducted at end of warranty period to determine if any areas require replanting. At end of warranty period, sod shall show evidence of rooting to underlying soil and shall have no competitive weed growth from either the sod or from between sod joints.

- B. Any grassed area which is dead or not showing satisfactory growth shall be replaced at Contractor's expense at the end of warranty period. All replacement shall be of original quality. Replacement required because of vandalism, excessive use, or other causes beyond the control of Contractor are not part of this contract.

4.3 ACCEPTANCE

- A. Before acceptance of seeding performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in spring.
- B. A minimum coverage of 80% density over 100% of the disturbed area is required for seeded areas before project acceptance. Sprig and sod areas shall have 95% coverage over 100% of the disturbed area prior project acceptance.

END OF SECTION

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SECTION 11126 - VEHICLE WASH SYSTEM, HEAVY DUTY MANUAL,
100% RECYCLED WATER

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SECTION 11126**VEHICLE WASH SYSTEM, HEAVY DUTY MANUAL
100% RECYCLED WATER****PART 1 – GENERAL****1.1 GENERAL**

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this contract.

1.2 RELATED SECTIONS

- A. Site Work
- B. Concrete
- C. Mechanical
- D. Electrical

1.3 QUALITY ASSURANCE

- A. The system shall be produced by a manufacturer of established reputation with a minimum of five (5) years' experience supplying specified equipment in similar applications.
- B. Installation: Provide a qualified manufacturer's representative to supervise work related to equipment installation, check out and start-up.
- C. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.

1.4 SUBMITTALS**Product Data**

- A. Submit Product Data in strict accordance with requirements of these specifications.
- B. Submittal engineering drawings must have the Floor Plan Views and the Isometric Views with bill of materials separately for the following:
 - 1. Equipment general layout
 - 2. Electrical layout
 - 3. Mechanical layout

4. Any related in-ground electrical or mechanical installation
 5. Provide UL listing card or equivalent document of Nationally Recognized Testing Laboratories from the company building the electrical panel(s) and attach with the electrical drawings indicating that the electrical panels will be built to the required standards (see section 11.10 Electric Control Panel).
- C. Restrict submitted material to pertinent data. For instance, do not include manufacturer's complete catalog when pertinent information is contained on a single page.
- D. Operation and Maintenance Manual
1. Assemble and provide copies of manual in 8.5 x 11-inch format. Fold out diagrams and illustrations are acceptable. Manuals to be reproducible by dry copy method.

Deviations from These Specifications

- A. No deviations from these specifications will be allowed unless approved by the owner in writing prior to bid closing. All equipment and equipment functions must be built and designed to these specifications.
- B. Regardless of the owner's approval for any deviations and/or changes, the supplier is solely responsible for the performance of the supplied equipment as per these specifications.

Suppliers Qualifications

- A. The equipment specified herein is based on the system model Wash Titan as manufactured and supplied by InterClean Equipment, Inc. (800-468-3725) or engineer approved equal.
- B. The wash system, pressure cleaning systems, pumping stations and all electrical controls shall be designed and supplied by one supplier.
- C. Supplier shall have been regularly engaged in the design and supply of the type of equipment specified herein, for a period of not less than five years. All similar items shall be the products of one manufacturer. The equipment offered shall be the latest standard product, modified as necessary to meet the requirements of the specification, of a type that has been commercially available and in satisfactory use for at least five years.
- D. All bidders shall submit with the bid package the following information for an approved equal status:
1. A complete list of manual high pressure low volume 100% recycled water and automated under chassis heavy duty vehicle wash system installations made by the bidder. This list shall include all such manual vehicle wash installations made the bidder in the last five (5) years including the duration of the service and application. Should the

reference list have more than 10 names, a list of last 10 installations shall suffice.

2. Provide name of contact person at each location who is familiar with the operation and maintenance of the wash system.
3. Based on the information supplied and discussions with contact persons named, the engineer will determine the acceptability of the proposed supplier and the equipment.

1.5 WARRANTY

- A. Warranty work specified herein is for one (1) year from substantial completion against defects in materials and in labor and workmanship.
- B. Defects shall include, but not be limited to:
 1. Operation; Noisy, rough or substandard operation
 2. Parts; Loose, damaged and missing parts
 3. Finish; Abnormal deterioration

1.6 SCOPE OF WORK

- A. To furnish a complete manual high pressure low volume heavy-duty vehicle wash system utilizing 100% recycled water with wands.
- B. The supplier is to be responsible for the supply of necessary equipment, materials and service for the complete assembly and erection of the equipment so that it is ready for operation as per these specifications.

1.7 WASH SYSTEM PERFORMANCE

Manual High Pressure Wand System 100% Recycled Water

- A. Operation: The manual vehicle washer shall be actuated by a manual push button station located next to each hose reel station. All operations related to water recycling operations shall be automatic and require no operator control or input. The under chassis wash shall have a selector switch to select the chassis wash, activation of the chassis wash shall be by limit switch and shall be automatic when under chassis is selected.
- B. **The supplier is solely responsible for the equipment performance.** Should the equipment not perform, as per these specification requirements, the supplier shall modify, add and/or alter the equipment supplied at his own expense until the performance is satisfactory.

Water Reclamation Performance

- A. The water reclamation system shall be capable of reclaiming water from the vehicle wash and process it by means of settling pits, in-line filters, centrifugal filter

system and bio-remediation system. The system must be able to continuously supply adequate amount of water for high-pressure pump regardless of traffic volume through the washer.

- B. Prior to final acceptance of the system by the owner, the supplier shall demonstrate the continuous operating capacity of the reclamation system in relation to the truck wash system by running (on manual override) both the high pressure wash system and the water reclamation system for a period of 60 minutes (without a pause). During the 60 minutes test no manual adjustments or overrides are allowed and no solenoid shall be allowed to fill the reclamation tank with fresh water should the sump pump capacity be not able to keep the recycled water tank full. A reset is allowed should the wash program have a maximum cycle time preset as a safety feature and the wash times out, but no other water may be added to the system during the test.
- C. Regardless of technical specifications, the equipment supplier explicitly assumes the responsibility to design the water reclamation system for the intended purpose and has made himself familiar with all performance requirements prior to bidding.
- D. All equipment located outside the wash bay area including reclamation tank, high pressure pump, sump pump, aeration pump, booster pump, cyclonic separators and all float switches must be mounted **on a single modular skid assembly**. The total floor space for the reclamation skid should not exceed 30 square feet of floor space.
- E. The equipment module shall be tested for all plumbing connections (**pressure tested**), all electrical circuitry, pump rotations and for all component functions at the factory prior to shipping.
- F. **The odors must be kept in total control without the use of any chemicals.** The guarantee that the system is built to control odors must remain valid after the final acceptance for the period of three years. Algae build-up in wash water that will results in objectionable odors is not acceptable to the Owner.
- G. The above ground tank or tanks must be of self-cleaning type and shall be designed not to accumulate any dirt build-up.
- H. Bio-Remediation system shall be included in total system design. The bio-remediation system shall be designed to eliminate and/or reduce the total load of hydrocarbon loading within the recycled water body. The system shall include and consist at least the following components:
 - 1. Enzyme dispensing system
 - 2. Accelerator dispensing system
 - 3. Dissolved oxygen and aeration system

1.8 MECHANICAL INTERCONNECTING PIPES

- A. The equipment module including recycle tank, high volume pump, sump pump, booster pump, aeration and pit dirt removal pump is to be mounted a single skid (equipment module) assembly and shall be pre-plumbed and pressure tested prior to shipment to the site.
- B. All field plumbing and mechanical work will be done by the Mechanical Contractor, including:
 - 1. Water utilities up to and connecting to the equipment room.
 - 2. Interconnecting piping between various equipment components located in the wash bay and the single equipment module in the equipment room.
 - 3. Furnish and Installation of:
 - a. Backflow preventer
 - b. Other equipment required to complete the work and as required by regulatory agencies.
 - c. Overflow piping and disposal system. Contractor shall confirm overflow line and groundwater recharge system is adequately sized and installed to handle any potential overflow.

1.9 ELECTRICAL INTERCONNECTING WIRING

- A. The equipment module including electrical panel, tank float switches, high-pressure pump, sump pump, booster pump, aeration and pit dirt removal pump is to be mounted on a single skid assembly (equipment module) and shall be pre-wired and tested prior to shipment to the site.
- B. All field electrical work will be done by the Electrical Contractor, including:
 - 1. Electrical service up to and connecting to the equipment panel.
 - 2. Interconnecting wiring between various equipment components located in the equipment room
 - 3. Interconnecting wiring between the equipment module in the equipment room and the equipment located in the wash bay.
 - 4. All work needed to provide a completely operational system.

1.10 WASH SYSTEM TECHNICAL SPECIFICATIONS

High Pressure Low Volume Pump

- A. The high pressure low volume pump is of the diaphragm type as manufactured by Waner Engineering D35X and shall be capable of producing pressures up to 1200 psi
- B. . The pump shall deliver a maximum flow of 24 gpm as determined by the nozzle sizes.

- C. Brass Head, Buna-nxs diaphragms, 17-4 hardened stainless steel seats and valves, elgiloy valve springs, and celcon valve spring retainers. Pump operates at 700 rpm for 24 gpm at 1200 psi with a 25 hp motor.
- D. Base, blue epoxy coated steel base to accommodate a 25 horse power TEFC 284T Frame Motor, 284T sliding motor base.
- E. Brass body with hardened 17-4 SS plunger and seat.

Electric Control Panel and Components

- A. The Industrial Control Panel shall be manufactured and evaluated in accordance with the Underwriters Laboratories, Inc. (UL) standard 508A (Industrial Control Panels). In addition, the panel shall be evaluated for high-capacity short circuit withstand and shall bear the appropriate UL marks including the short circuit withstand value mark as part of the official UL label.
- B. The industrial Control Panel shall be designed for operation on a 460 Volt, 3 phase, 60 Hertz system, with a short circuit capacity of 25,000 amperes RMS Symm. available at the incoming line terminals of the control panel.
- C. The Industrial Control Panel shall be designed to meet the requirements of the National Electric Code (NEC) Articles 430 and 670, also the National Fire Protections Association (NFPA) Standard 79 (Industrial Machinery).
- D. The hose reels shall have start/stop push button station location by each fire hose station.
- E. Electric Panels that are not UL approved are not acceptable.
- F. Each activator shall be pre-mounted and wired to a water tight junction box equipped with built-in drainage holes.

1.11 WATER RECLAMATION AND TREATMENT SYSTEM SPECIFICATIONS

Sump Pump

- A. Self-priming type for transferring water from sump pit to the above ground recycled water tank through the filtration system. Minimum capacity shall be 300 gpm of cleaned water.
- B. The capacity of sump pump shall allow for the pressure losses from two cyclone separators used in series and gpm after the pressure losses shall be bigger or equal to the high pressure wash water usage.
- C. The sump pump shall be designed to handle solids that will be found in wash water.

Cyclone Separators

- A. **Two (minimum) cyclone separators used in series**, the cleaned water from the first cyclone shall pass through the second cyclone separator to ensure maximum solid removal performance. Two cyclone separators shall be provided in series with at least one of them being in-line.
- B. Cyclone Centrifugal Separators shall provide second and third stage filtration.

Aeration System

- A. Aeration system shall provide air into the trench pit to prevent algae and odor build-up. Aerated water shall be evenly distributed throughout the pit even when the wash system is not operational. The system shall be designed to have no odors from algae. No odor masking deodorants or other chemical use to kill odors shall be allowed.

Stainless Steel Pump Intake Filter

- A. Stainless Steel Intake Filter Screen to provide first stage filtration for sump pump intake. The pump intake filter shall be InterScreen or engineer approved equal and shall be sized at 0.015" or smaller openings.
- B. The intake filter shall be made of stainless steel and shall have slotted orifices, wire mesh filters are not acceptable. Intake filter shall prevent any dirt from clogging the recycled water spray nozzles under all circumstances.
- C. Intake Filter Screen shall be equipped with high-pressure air back wash system that is automatically activated by the reduced flow into the pump intake.

Reclamation Tank

- A. Reclamation Tank shall be made of linear low-density polyethylene with a minimum holding capacity to allow recycling a minimum of 250 gpm continuous operational flow.
- B. The tank shall have conical bottom with minimum of 35-degree slope equipped with a 6" bottom manhole, float switch connections and other required fittings. The tank to be equipped with the steel support structure with ½" thick polyethylene continuous support for the cone part of the tank.

Enzyme Catalyzed Water Treatment System

- A. A biological water treatment system shall be included in total system design. This water treatment system, the Enzyme-Catalyzed Water Treatment System, shall be designed to eliminate and/or reduce the total petroleum hydrocarbon loading within the recycled water body. When used in conjunction with the specified recycling equipment, the systems shall remove both organic contaminants and inorganic particulate from the reclaimed water stream.
- B. The Enzyme-Catalyzed Water Treatment System shall be equipped with an automatic product injection system for delivery of specialized biological products and enhancements. These biological products shall be specifically suited for wash water treatment applications, including degradation of petroleum

hydrocarbon components commonly found in vehicle wash systems. This system will treat the reclaim wash water generated during the vehicle wash process. The bulk of the treatment process shall take place in the wash water pit, where continuous biological treatment of organic wastes in the vehicle wash water shall occur.

- C. The Enzyme-Catalyzed Treatment System shall deliver a constant supply of biological products, bio-enhancements, and oxygen to support degradation of organic constituents. The biological products and enhancements shall be injected directly into the circulation/aeration discharge pipeline of the recycling system, where they will then subsequently be discharged into the wash water pit. Oxygen shall be provided by the aeration pumping and mixing system.
- D. The automatic product injection system shall consist of low-flow injector pumps that inject biological products on a continuous basis. The injector pumps shall be:
 1. Operating Temp - 35 – 110° F
 2. Product Flow rate - 0.5-1.5 liters per day, adjustable
 3. Product Delivery - Up to 10 feet of 3/8-inch diameter polyethylene tubing
 4. Two 3/8-inch NPT polyethylene check valves
 5. Two 3/8-inch compression fittings

High Pressure Guns

- A. Each wash station to have hose reel and high pressure gun and lance (two required) and to include 24VDC control station with pilot light for system activation for each station.
- B. Each lance and gun to have 10 gpm nozzle.
- C. Each Hose to be 50 feet long 3/8-inch diameter.

1.12 INSTALLATION, START-UP, TRAINING AND SERVICE

- A. Install equipment in accordance with manufacturers' supplied installation drawings and instructions.
- B. Equipment supplier shall undertake the commissioning of the system and make all required adjustments to ensure proper operation.
- C. The equipment manufacturer shall start-up the system. The owner shall have all operating personnel present during the start-up and equipment training.
- D. The owner's personnel shall be trained for a minimum of 5 hours in the system operation and maintenance.
- E. The supplier shall provide the owner the names and the addresses of all local service and maintenance personnel to assist in future service.

END OF SECTION

DIVISION NO. 15 – MECHANICAL

SECTION 15010 – GENERAL MECHANICAL

PART ONE – GENERAL:

1.01 SCOPE:

- A. The General Conditions and Special Conditions are a part of these specifications.
- B. Drawings and specifications are complementary each to the other and what is called for by either shall be as binding as if called for by both.
- C. Provide all supervision, labor, material, equipment, machinery, plant and any other items necessary for a complete, safe and quietly operating mechanical system.
- D. Examine other drawings and specifications and bring to the attention of the Architect prior to bid time any omissions or discrepancies in this Division.

1.02 CODES, RULES, PERMITS, FEES, APPLICABLE PROVISIONS:

- A. The Contractor shall comply with all local, municipal and state laws and the latest revision of the regulations of the National Electric Code, the International Building Code, the International Plumbing Code, the International Gas Code and the International Mechanical Code, in the performance of his work wherever these laws and regulations may apply.
- B. The Contractor shall give all required notices, obtain necessary permits and pay all required fees.
- C. Deliver to Architect, permit and licenses, including certificates from local and state health departments approving complete sanitary and water systems. Furnish certificates from fire department approving fire protection system and equipment.
- D. Before and/or at completion of work, the Engineer shall cause to be made any and all tests which he may consider necessary. Should it develop during tests that the work is defective and does not comply with these specifications, such changes as are necessary shall be made to put the work in proper condition and the expense of such subsequent tests shall be borne by this Contractor.
- E. The following requirements are supplementary to the tests specified for individual equipment and/or systems in this section of these specifications:
 - 1. Concealed or insulated work shall remain uncovered until required tests have been completed, but in the event that the project

construction requires it, the Contractor shall make arrangements for tests on portions of the work involved as the project progresses.

2. The Architect shall be notified in advance of all tests and shall be represented at such tests. The cost of labor, material, instruments, etc., required for tests shall be borne by the Contractor, except where specified elsewhere.
3. Acceptance tests for operation and performance as specified and/or required for all equipment and systems shall be in the presence of the Architect, a representative of the Owner, as well as representatives of agencies having jurisdiction, upon completion of the work.

1.03 DRAWINGS:

- A. Project Drawings: The Drawings accompanying this specification are generally diagrammatic and do not show all details of bolts, nuts, connections and the like, required for the complete system and do not indicate the exact location of piping, fixtures, equipment, etc., unless definitely dimensioned or noted. While these drawings shall be followed as closely as possible, all dimensions shall be checked at the building and any necessary changes shall be made in accord with structural and architectural conditions, equipment to be installed or with the work of the different trades, without any additional cost to the Owner and as directed by the Architect. The drawings and specifications are complimentary to the other and what is called for by one shall be as binding as if called for by both. Any component item under this contract shall be furnished and installed by the Contractor without extra charge.

1.04 EXAMINATION OF CONDITIONS:

- A. It is understood and agreed that the Contractor has, by careful examination, satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the general and local conditions and all other matters which can affect the work under this contract.

1.05 COORDINATION:

- A. Coordinate work with other trades to avoid interference and establish necessary space requirements and tie-ins for each trade.
- B. Prior to starting installation, furnish to the General Contractor and all Subcontractors concerned, copies of approved shop drawings showing location of equipment, piping, etc.
- C. Schedule periodic meetings with other trades before and during installation to avoid conflicts and assure that pipes and equipment are installed in the best

manner, taking into consideration head-room, maintenance, appearance and replacement.

END OF SECTION 15010

SECTION 15040 – GENERAL COMPLETION

PART ONE – GENERAL:

1.01 GENERAL REQUIREMENTS FOR INSTALLATION:

- A. Piping, fixtures, equipment, etc. shall be located to avoid interference with structural and architectural conditions or with the work of different trades. Provide off-sets where necessary to avoid footings, piers, columns, beams, windows, piping, electrical fixtures and other systems, etc. Specifically inform the General Contractor as to the correct size and location of all chases, openings, supports, sleeves, etc. required for the system. Furnish and install sleeves, inserts, bolts, etc. and all arrange for the cutting of walls, floors, roofs, etc. and the proper closing of all openings. Cutting of construction, where unavoidable, must be done by the General Contractor but shall be paid for by this Contractor. No part of the building may be broken out, cut, burned or permanently removed without the approval of the Architect.

PART TWO – PRODUCTS:

2.01 WORKMANSHIP AND MATERIALS:

- A. Workmanship shall be of the best quality and none but competent mechanics skilled in their trades shall be employed. The Contractor shall furnish the services of an experienced superintendent who will be constantly in charge of the erection of the work until completed and accepted.
- B. Unless otherwise hereinafter specified, all materials and equipment shall be new, of best grade and as listed in printed catalogs of the manufacturer. Each article of its kind shall be the standard products of a single manufacturer.
- C. The Architect shall have the right to accept or reject material, equipment and/or workmanship and determine when the Contractor has complied with the requirements herein specified. Where departures from indicated arrangements are required, written approval for such changes shall be obtained from Architect's representative.
- D. All manufactured materials shall be delivered and stored in their original containers. Equipment shall be clearly marked or stamped with the manufacturer's name and rating.
- E. All material and equipment used on this project shall be stored in a weatherproof bonded warehouse. Contractor shall submit insurance certificate to the Architect prior to storing any materials or equipment. No equipment, materials or roof-top heat pumps used on this project shall be stored outside exposed to the weather. Before final payment can be made, a notarized statement with the material invoiced to the Owner must be furnished to the Architect.

2.02 DIVISION OF WORK:

- A. Coordinate all opening locations with General Contractor, see paragraph 2.04.
- B. This Contractor shall furnish roof curbs and caps. Curbs and caps to be installed and flashed by the General Contractor, unless otherwise noted.
- C. Furnish door grilles to General Contractor for installation.
- D. Refer to the Electrical and Control Sections of this specification. The Electrical Subcontractor shall provide all wiring except:
 - 1. Temperature Control Wiring
 - 2. Equipment Control Wiring
 - 3. Interlock Wiring

The Electrical Subcontractor shall furnish all power wiring complete from power source to motor or equipment junction box, including power wiring through starters. Electrical Subcontractor shall install all starters not factory mounted on equipment. The Mechanical Subcontractor shall, regardless of voltage, provide all temperature control wiring for equipment provided under this Division. The Mechanical Subcontractor shall furnish all starters and contactors to the Electrical Subcontractor and shall provide and be responsible for over-load heaters in all starters furnished. Over-loads shall be provided in each ungrounded conductor.

2.03 FINISHES:

- A. Finishes for all water coolers, grilles, registers, diffusers, room fan coil units, room air conditioning units, louvers and any other item exposed to view shall be selected by Architect and shall be equivalent to baked enamel. Submit color charts along with submittal data.

2.04 OPENINGS – CUTTING, REPAIRING:

- A. This Contractor shall cooperate with the work to be done under the other sections in providing information as to openings required in walls, slabs and footings for all piping and equipment, including sleeves, where required.
- B. All drilling, cutting and patching required for the performance of work under this Section shall be performed by the General Contractor and the cost thereof shall be borne by this Contractor.
- C. Holes in Concrete: Sleeves shall be furnished, accurately located and installed in for before pouring of concrete. This Contractor shall pay all additional costs for cutting of holes as the result of the incorrect location of sleeves. All holes through existing concrete shall be either core drilled or saw cut. All holes required shall have the approval of the Structural Engineer prior to cutting or drilling. All penetrations shall be grouted all around with cement.

2.05 EXCAVATION AND BACKFILL:

- A. General: The Contractor shall do all excavating and backfilling necessary to receive the work shown on the drawings.

Excavations shall be made to the proper depth and the trenches shall be graded uniformly to provide a solid bearing along the entire length of the pipe. Bell holes shall be provided in trenches at the joints in hub and spigot pipe to facilitate caulking and so that piping will not be supported in hubs. All trenches shall be excavated so that pipes will have at least six (6) inches clearance on each side. Pipes in fill or loose sand shall have trench bottom tamped to 95% maximum density compaction prior to laying pipe.

- B. Dewatering and Shoring: Pumps shall be furnished as required to keep trenches dry during the laying and jointing of the mains. Provide shoring where required, maintaining trenches against settlement until final acceptance.
- C. Backfilling: Do not fill any trenches until all piping has been inspected. After the work is installed, tested, inspected and approved, the trenches shall be refilled in six (6) inch layers with clean, damp earth, with each layer thoroughly tamped before proceeding with additional layers. Remove from site all excess earth, rock and other debris resulting from excavation and backfill work.

2.06 NAMEPLATES:

- A. On all manufactured equipment, provide engraved plastic nameplates as manufactured by Seton Nameplate Co., Columbia-Engravers, International Nameplate Co. or equal. Unless otherwise noted, nameplates shall be 1/16" thick plastic with white letters on a black background. Attach nameplates with two (2) round-head chrome plated screws.
- B. Unless otherwise noted, letters identifying equipment in equipment rooms to be 1/2" high. All other letters shall be 1/8" high. Hand lettering, under typing tape, embossed letters on plastic, etc. will not be acceptable.

2.07 CLEANING EQUIPMENT AND MATERIALS:

- A. Provide for the safety and good condition of all materials and equipment until final acceptance by the Owner. Protect all materials and equipment from damage. Provide adequate and proper storage facilities during the progress of the work. Special care shall be taken to provide for bearings, open connections, pipe coils, pumps and similar equipment.
- B. All fixtures, piping, finished surfaces and equipment shall have all grease, adhesive labels and foreign materials removed.
- C. All piping shall be drained and flushed to remove grease and foreign matter. Pressure regulating assemblies, traps, flush valves and similar items shall be

thoroughly cleaned. Remove and thoroughly clean and reinstall all strainer screens after the system has been in operation for ten (10) days.

2.08 CLEANING UP:

- A. Remove from the premises all unused material and debris resulting from the performance of work under this section.

2.09 DAMAGES:

- A. Cost of repairing damage to building, building contents and site during the construction and guarantee period resulting from this work including damage to ceilings or walls is a part of this contract.

2.10 FINISHED PLANS:

- A. As-Build Drawings: Upon completion of work, the Contractor shall furnish and deliver to the Owner two (2) sets of as-built drawings to correspond in size to the tracings, showing among other things, layouts of utility systems and functional systems (such as air distribution, water, storm drainage and sanitary sewer). All pertinent dimensions and elevations of buried work shall be given.

2.11 INSTRUCTIONS:

- A. Provide a hard-back, three-ring file folder containing all warranties, catalog data and the manufacturer's recommendations and the frequency with which each is to be done. Each sheet shall be initialed by the manufacturer's agent as being correct. Provide columns on each sheet so that they may be dated by maintenance personnel when each individual function is performed. Contractor shall furnish a typed maintenance manual in hard-back, three-ring binder explaining all maintenance functions. The Contractor shall instruct and demonstrate each maintenance function to the Owner's Representative. The Owner's Representative shall in turn, sign the maintenance sheets indicating his/her understanding of the instructions. Coordinate all equipment start-ups with the Owner so that they may be present.
- B. The Contractor shall instruct the Owner's Representative in complete detail as to the proper operation of the overall system. Advise the Owner as to where to order common replacement items. Deliver to the Owner, the manufacturer's agent's name, address and telephone number of each piece of equipment.
- C. The Contractor shall provide a complete listing of filter sizes and counts of all mechanical equipment to Owner's Representative.

2.12 GUARANTEE:

The Contractor agrees:

- A. To correct defects in workmanship, materials, controls, equipment and operation of the system for a period of one (1) year from the date of final completion and acceptance of the work. Equipment and materials, repaired or replaced during this one (1) year guarantee period (including refrigerant charge) are guaranteed for an additional year following date of correction.
- B. That the systems installed will safely, quietly and efficiently perform their respective functions in accordance with the design.
- C. To service completely the systems for a period of one (1) year.

This work shall include: Adjustment of belts and drives, care of cooling towers (where applicable), complete oiling and greasing of mechanical equipment and labor for changing of air filters. Replacement filters will be furnished by the Owner.

END OF SECTION 15040

SECTION 15750 – VENTILATION FANS

PART ONE – GENERAL:

- 1.01 Ventilation fans shall be as manufactured by ACME, Greenheck, Penn, Cook or prior approved substitute.

PART TWO – PRODUCTS:

- 2.01 Exhaust fans shall be centrifugal with automatic back draft damper. Fan and motor shall be enclosed in a weather tight housing of single unit construction with one (1) piece curb cap and base section. Motor, with adjustable pitch pulley and drive assembly shall be located out of the air stream. Fan shall be of the non-overloading radial discharge wheel type of all aluminum both dynamically and statically balanced for quiet operation. Provide a motor disconnect switch at the fan. All fan motors shall have a built in thermal overload protection. Curb cap furnished with the exhaust fans shall be adaptable to roof opening and curb size. Size of the roof openings for exhaust fans furnished shall be coordinated with the General Contractor. Exhaust fans shall be of capacities and sizes as scheduled on the drawings.
- 2.02 Ceiling mounted exhaust fans shall be forward curve centrifugal. Fan motor shall be permanently lubricated and shall have built in thermal overload protection, back draft damper and disconnect switch. Exhaust ducts shall be routed full size to weatherproof discharge cap unless otherwise noted. Exhaust grilles shall be all aluminum.
- 2.03 In-line exhaust fan shall have belt drive with fan housed in square duct of reinforced steel. Housing shall be acoustically insulated. Motor and drive shall be isolated from air stream and fully adjustable. Motor shall have disconnect switch and built in thermal overload.

PART THREE – EXECUTION:

- 3.01 Roof mounted fans shall be provided with all aluminum prefab curbs. Curbs shall be provided to match the roof slope as shown on the architectural plans. No shims will be allowed and the roof curb on the top elevation must be true and level. Curbs shall be complete with cant strip. All curbs and caps shall be installed in accordance with roof bonding requirements. These curbs may be fabricated in accordance with the above specifications by the following manufacturers: Custom Curbs, Chattanooga, TN and Thybar Corporation, Addison, IL 60101. The curb units shall be equal to Custom Curb Model CRC-1 and CES-1 as applicable.
- 3.02 Openings for mounting will be provided under another section of these specifications; however, this Contractor shall verify sizes, heights and etc. required for fan installation. See Section 15040 – General Completion.

END OF SECTION 15750

SECTION 15760 – ELECTRIC UNIT HEATERS

PART ONE - GENERAL:

- 1.01 Unit shall be blow-through design with motor and fans in air stream ahead of resistance heaters. Entire unit shall be UL listed.

PART TWO – PRODUCTS:

- 2.01 Heating coils shall be provided with automatic reset thermal protection. Provide built-in circuit breakers for unit.
- 2.02 Motor and fan assembly shall be direct drive with automatic reset overload protection.
- 2.03 Ceiling mounted units shall have internally insulated cabinet panels and front inlet and discharge panels suitable for recess mounting in ceiling. Units shall have integral thermostats.
- 2.04 Vertical units shall be provided with radial type diffusers.
- 2.05 Units shall be Chromalox, Markel or approved substitute.

PART THREE – EXECUTION:

- 3.01 Provide internal thermostat controls for unit heaters.

END OF SECTION 15760

SECTION 15801 – DUCTWORK

PART ONE – GENERAL:

- 1.01 Ductwork, including exhaust, shall conform to all applicable requirements of the latest issue of NFPA Pamphlet No. 90A. All ductwork, elbows, take-offs, transitions and etc. shall conform to the recommendations of SMACNA duct construction standards as a minimum requirement, unless otherwise indicated by the contract documents.
- 1.02 Ductwork shall be installed to operate without noise or vibration and shall be air tight. The Contractor shall be responsible for measuring at the building all conditions, space available, piping, light fixtures, ceiling heights, etc. that affect ductwork installation prior to fabrication. Ductwork shall be constructed as job progresses, not in advance.

PART TWO – PRODUCTS:

- 2.01 LOW PRESSURE DUCTWORK:
- A. Low pressure and exhaust ductwork shall be galvanized sheet steel constructed to the requirement of SMACNA Table 1-5 for 2" W.G. static pressure, unless otherwise noted. Duct and fitting sealing requirements shall be in accordance with SMACNA Table 1-2, Seal Class "C". Duct tape is not allowed. Seismic restraints shall be provided for all ducts with a cross sectional area of six (6) square feet and larger in accordance with the International Building Code, International Mechanical Code and SMACNA Seismic Restraint Manual, Latest Edition. Gauges and reinforcing shall be as follows:

MAXIMUM SIDE INCHES	STEEL U.S. STANDARD GAUGE*	TYPE OF TRANSVERSE JOINT CONNECTIONS	BRACING
Up to 24	24	S, Drive, Pocket or Bar Slips, 7'-10" o.c.	None
25 to 30	24	S, Drive, Pocket or 1" Bar Slips, 7' – 10" o.c.	1" x 1" x 1/8" Angles 4' o.c.
31 to 40	22	Drive, 1" Pocket or 1" Bar Slips on Centers	1" x 1" x 1/8" Angles 4' o.c.

41 to 60	22	1 1/2" Angle Connections, 1 1/2" Pocket or 1 1/2" Bar Slips with 1 3/8" x 1/8" Bar reinforcing 7' 10" o.c.	1 1/2" x 1 1/2" x 1/8" Angles 4' o.c.
61 to 90	20	1 1/2" Angle Connections, 1 1/2" Pocket or 1 1/2" Bar Slips with 1 3/8" x 1/8" Bar reinforcing 7'10" o.c.	1 1/2" x 1 1/2" x 1/8" Angles 2' o.c.
91 and Up	18	2" Angle Connections, 1 1/2" Pocket or 1 1/2" Bar Slips with 1 3/8" x 1/8" Bar reinforcing 3'9" o.c.	1 1/2" x 1 1/2" x 1/8" Angles 2' o.c.

2.02 ROUND INSULATED FLEXIBLE DUCTS & SPIN-IN COLLARS:

A. Insulated flexible ducts shall consist of an inner core of corrugated aluminum with a factory applied exterior jacket of fiberglass insulation with vinyl vapor barrier. Insulation shall be 2-wraps of 3/4" thick, a minimum of 3/4 pound density fiberglass and vinyl vapor barrier shall be a minimum of 0.003" thick. The flexible duct shall maintain its shape in its installed position without sagging and drooping. Duct shall be UL listed as Class 1 Air Duct and Connector, Standard UL 181. Aluminum core and insulation shall have fire and smoke hazard ratings as tested by procedure in ASTM E84, NFPA 225 and UL 273 not exceeding the following: (a) for aluminum core: Flame - 10 and Smoke - 0 (b) for vapor barrier: Flame – 25 and Smoke – 50. Minimum working pressure for flexible ducts shall be 10" W.G. Flexible ducts shall be:

1. Flexmaster TL-V
2. United Sheet Metal Insulated United-Flex with STD AL006 Linear
3. Clevepak Corporation Clevaform SFV
4. Thermofin 200

B. Spin-in collars shall be constructed of galvanized steel with scoop and damper.

PART THREE – EXECUTION:

3.01 *Gauge Stamps: Turned out and on bottom of ducts.

3.02 All supply and return duct elbows with an inside radius of less than 3/4 of duct width shall have single thickness turning vanes. All square elbows shall have double thickness turning vanes.

3.03 All exhaust duct elbows shall have not less than 6" inside radius. All square elbows shall have single thickness turning vanes.

- 3.04 Splitter dampers and branch take-off extractors shall be installed where indicated and shall be adjustable and shall have locking quadrants.
- 3.05 All branch take-offs shall be 45 degree entry type per SMACNA Fig. 2-6. No straight tap or butt fittings allowed.
- 3.06 Flexible duct connections shall be provided where ductwork connects to equipment and shall be Ventglas 30 oz. woven glass fabric double coated with neoprene, fire retardant, waterproof, air tight and UL listed.
- 3.07 Duct sizes indicated on plans are interior dimensions. Increase metal duct sizes as required for acoustical or interior insulation.
- 3.08 All ductwork shall be supported by 1" x 1/8" galvanized iron straps with a maximum spacing of 8'. Straps shall be bolted or clamped to the structure and be turned and fastened to bottom of the duct so that duct weight is not on the fastening screws.
- 3.09 Provide 1" diameter test slots with cover for insertion of thermostat or test instruments at all locations required to perform operations under paragraph "Balancing."
- 3.10 Provide duct access doors to afford easy access to entering air side of items requiring maintenance or inspection (such as thermostats, fire damper, etc.). Doors shall be of ample size for service required (18" x 12" minimum) and provided with frame, brass hinges, handle, clamping device and gasket for air tight joint.
- 3.11 Round flexible ducts shall be installed in extended condition free of sags and kinks using only the minimum length required to make the connection. Abrupt bends and turns that crimp the duct and restrict the air flow will not be permitted. Horizontal supports shall be 3/4" wide 22 gauge flat galvanized steel sheet banding material. Flexible ducts shall be supported on 36" centers. Maximum allowable length of a flexible duct shall be 8'. If extended run-out is indicated, round galvanized steel shall be used for run-out length in excess of 8'.
- 3.12 The entire duct system shall be free from rattles. If rattles exist after ductwork has been installed, the labor and materials necessary to eliminate rattles shall be done at the expense of this Contractor.
- 3.13 All return duct connections to air devices shall be rectangular unless otherwise indicated on plans. Use of flexible duct is prohibited on any return or exhaust ductwork.
- 3.14 Where ceiling plenum returns are used, the return duct shall be fitted with a bell-mouth entry covered with 1" x 1" galvanized hardware cloth.
- 3.15 Prior to substantial completion, Contractor shall retain an independent licensed and professional testing agency that specializes in indoor air

quality that will test for excessive dust and/or debris that may be present in the duct system. If it is determined that cleaning of duct is necessary, the Contractor shall employ a qualified duct cleaning agency to perform the work at no additional cost to the Owner.

END OF SECTION 15801

SECTION 15990 - TESTING AND BALANCING AIR SYSTEMS

PART ONE - GENERAL:

1.01 SCOPE:

- A. The Mechanical Contractor shall employ a testing and balancing firm specializing in total system testing and balancing. The balancing firm shall be a member of the Associated Air Balance Council (AABC) or certified by the National Environmental Balancing Bureau (NEBB). The balancing firm shall provide all labor, equipment, engineering and test equipment required to test, adjust, and balance all heating, ventilating, air-conditioning, and exhaust systems as hereinafter specified.
- B. Approved Testing and Balancing Firms are:
 - 1. TAB Services, Inc. – Atlanta, GA
 - 2. Carolina Air and Water Balancing – Columbia, SC
 - 3. Hilton Services – White Rock, SC
 - 4. Phoenix Agency, Inc. - Winston-Salem, NC

PART TWO - PRODUCTS AND EXECUTION:

- 2.01 The balancing contract shall incorporate the following:
- 2.02 All medium pressure ducts shall be duct air leak tested with less than 5% leakage prior to insulation.
- 2.03 Adjust and balance the complete mechanical system.
- 2.04 Upon completion of the air handling systems, the Contractor shall have an air balancing firm perform the following tests and compile the following information for each item of equipment and submit four bound copies of this information to the Architect for approval.
- 2.05 Install at each piece of mechanical equipment, a "Data Register" showing all significant operating temperatures, pressures, amperes, voltage, brake horsepower, etc. "Data Register" to be enclosed in a vinyl-film holder securely attached to the equipment or wall in immediate area after balance reports have been accepted.
- 2.06 All test equipment will be furnished by the Balancing Contractor and will remain his property. All instruments will have been calibrated recently.
- 2.07 The Balancing Firm shall warrant solely that the system will be set to within 10% of the values as established by the plans and specifications, and also adjust to minimize drafts in all areas.
- 2.08 Any changes that are required for the final balancing results as determined by the Balancing Contractor will be provided by the respective Contractors who are to supply and install such equipment under their contractual obligations. Such changes may encompass, but are not necessarily restricted to, the changing of pulleys, belts,

dampers, or adding dampers or access panels.

2.09 BALANCING PROCEDURE (AIR):

- A. Before starting air balance, check the following items:
 - 1. Check air filters to be sure they are clean and in position.
 - 2. Check for proper belt tension and alignment.
 - 3. Check fan and motor lubrication.
 - 4. Check motor overload protectors or heaters for proper size.
 - 5. Check for proper rotation.
- B. Measure supply air volumes by means of the duct traverse method, taking a minimum of sixteen (16) readings. Seal duct access holes with metal snap-in-plugs. The use of duct tape to seal access holes will not be permitted.
- C. Adjust balancing dampers for required branch duct air quantities. Dampers shall be permanently marked after air balance is complete.
- D. Adjust grilles and diffusers to within 10% of individual requirements specified, and also adjust so as to minimize drafts in all areas.
- E. The total air delivery in any particular fan system shall be obtained by adjustment of the particular fan speed.
- F. The drive motor of each fan shall not be loaded over the corrected full load amperage rating of the motor involved.
- G. All duct systems are to be balanced for lowest static pressure and lowest fan speed possible to deliver required air quantity.
- H. Unless otherwise noted, adjust quantity of return air from space to pass 90% of air supplied to space.
- I. Where splitter and volume dampers have been provided for balancing of air in ducts, balancing shall be done with register and diffuser volume dampers as fully open as possible.
- J. Do not operate fans during times when construction process or clearing would allow dirt or rubbish to accumulate in the system.

2.10 CERTIFICATION:

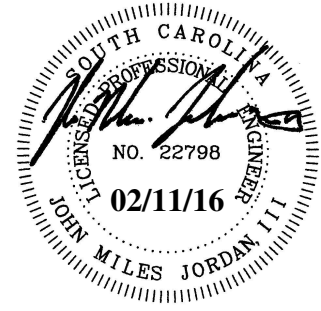
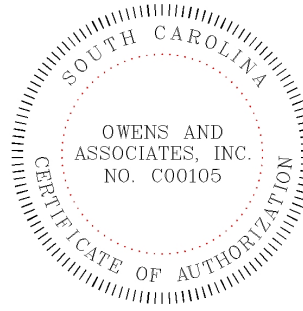
- A. Furnish to the Architect/Engineer two (2) copies of the following data, signed by an authorized representative:

1. Room
2. Supply or Return Size
3. Design CFM
4. Measured CFM
5. Percent of Design CFM

2.11 FINAL AIR BALANCE:

- A. Perform final air balance after building is occupied. On final air balance adjust air quantities as required to maintain space temperatures in building at 78 degrees plus or minus 2 degrees F. Submit data sheets on recorded temperatures. Indicate time of day and outdoor temperature on data sheets.
- B. A preliminary Test and Balance Report shall be issued to the Mechanical Contractor and Engineer prior to the issuance of the final Testing and Balancing Report outlining all deficiencies in the installed system. These listed deficiencies shall be corrected and/or resolved prior to finalizing the Test and Balance Report.

END OF SECTION 15990



SECTION 16010 - GENERAL REQUIREMENTS

PART ONE - GENERAL:

1.01 SCOPE:

- A. The General and Special Conditions are a part of this Section of the Specifications.
- B. Provide all labor, equipment, material, and operations required for complete, safe, and quietly operating electrical systems in accordance with Specifications and Drawings and subject to terms and conditions of the contract.
- C. Drawings and Specifications are complementary and what is called for by either shall be as binding as if called for by both.
- D. Examine other Drawings and Specifications and bring to the attention of Architect prior to bid time any omissions or discrepancies in this DIVISION.

1.02 CODES, RULES, PERMITS, FEES, AND APPLICABLE PROVISIONS:

- A. Comply with the National Electrical Code, International Building Code, Life Safety Code, and Municipal Code requirements. The applicable code versions shall be as listed in on the plans. In case of conflict, Municipal Code shall govern.
- B. The Contractor shall give all requested notices, obtain necessary permits, and pay all required fees.
- C. Deliver to Architect permits and certificates.

1.03 DRAWINGS:

- A. Project Drawings: The Drawings accompanying this Specification are generally diagrammatic and do not show all details of bolts, nuts, connections, and the like required for the complete system, and do not indicate the exact location of conduit, fixtures, equipment, etc., unless definitely dimensioned or noted. While these Drawings shall be followed as closely as possible, all dimensions shall be checked at the building and any necessary changes shall be made to accord with structural and architectural conditions, equipment to be installed or with the work of the different trades, without additional cost to the Owner, and as directed by the Architect. Any component item which is necessary for the proper operation of any system under this contract shall be furnished and installed by the Contractor without extra charge.

1.04 EXAMINATION OF CONDITIONS:

- A. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the general and local conditions, and to all other

matters which can affect the work under this contract.

1.05 COORDINATION:

- A. Coordinate work with other trades to avoid interferences and establish necessary space requirements and tie-ins for each trade.
- B. Prior to starting installation, furnish to the General Contractor and all Sub-Contractors concerned, copies of approved shop drawings showing location of equipment, piping, and etc.
- C. Schedule periodic meetings with other trades before and during installation to avoid conflicts and assure that conduits and equipment are installed in the best manner, taking into consideration head-room, maintenance, appearance, and replacement.

END OF SECTION 16010

SECTION 16040 - GENERAL COMPLETION, ELECTRICAL

PART ONE - GENERAL:

1.01 GENERAL REQUIREMENTS FOR INSTALLATION:

- A. Piping, fixtures, equipment, etc., shall be located to avoid interference with structural and architectural conditions, or with the work of different trades. Provide off-sets where necessary to avoid footings, piers, columns, beams, windows, other piping, mechanical systems, and other systems, etc., specifically inform the General Contractor as to the correct size and location of all chases, openings, supports, sleeves, etc., required for the system. Furnish and install sleeves, inserts, bolts, etc., and arrange for the cutting of walls, floors, roofs, etc., and the proper closing of all openings. Cutting of construction, where unavoidable, must be done by the General Contractor, but shall be paid for by the electrical contractor. No part of the building may be broken out, cut, burned, or permanently removed without the approval of the Architect.

PART TWO - PRODUCTS:

2.01 WORKMANSHIP AND MATERIALS:

- A. Workmanship shall be of the best quality and none but competent mechanics skilled in their trades shall be employed. The Contractor shall furnish the services of an experienced superintendent, who will be constantly in charge of the erection of the work, until completed and accepted.
- B. Unless otherwise hereinafter specified, all materials and equipment shall be new, of best grade, and as listed in printed catalogs of the manufacturer. Each article of its kind shall be the standard product of a single manufacturer.
- C. The Architect shall have the right to accept or reject material, equipment and/or workmanship, and determine when the Contractor has complied with the requirements herein specified. Where departures from indicated arrangements are required, written approval for such changes shall be obtained from Architect's representative.
- D. All manufactured materials shall be delivered and stored in their original containers. Equipment shall be clearly marked or stamped with the manufacturer's name and rating.
- E. All material and equipment used on this project shall be stored in a weatherproof, bonded warehouse. Contractor shall submit insurance certificate to the Architect prior to storing any materials or equipment. No equipment or materials used on this project shall be stored outside exposed to the weather. Before final payment can be made, a notarized statement with the material invoiced to the Owner must be furnished to the Architect.

2.02 DIVISION OF WORK:

- A. Coordinate all opening locations with General Contractor, see paragraph 2.03.
- B. The electrical contractor shall provide concrete foundations, curbs and pads for electrical

equipment and fixtures. Unless otherwise noted, set all floor and/or ground mounted equipment on 6" high concrete pads reinforced with 6 x 6 10/10 mesh. Pads shall be approximately 6" larger than equipment base and have 1" x 1" chamfer on all edges. Pads to have carborundum brick rubbed finish. Surface finish shall be uniformly smooth.

- C. General Contractor will provide flashing of conduits into roofing. The electrical contractor shall provide counterflashing.
- D. Provide complete power wiring and connections for mechanical systems specified under the mechanical specifications. This work includes all raceways, conductors, outlets, and pull boxes, line voltage, on-off switches where indicated and disconnecting means as indicated and required by applicable codes. Where magnetic motor starters (controllers) are furnished by others, install and wire complete; where controllers are provided already mounted on equipment, wire complete. In all cases, provide power wiring to controller and load controlled. Wire sizes between controllers and loads shall be the same as feeder size to controller, do not reduce. Make all connections and color code per this DIVISION. Safety switch enclosures shall be NEMA Type 3R outdoors and wet locations; NEMA Type 1 elsewhere. Not included in this DIVISION are temperature control wiring, equipment control wiring and interlock wiring required to operate the mechanical system. Refer to the mechanical specifications for a summary list of types of equipment provided under that DIVISION. The electrical contractor shall provide outlet box for thermostat with 3/4" conduit to corresponding mechanical unit. The electrical contractor shall provide a 3/4" empty conduit between indoor air handling unit and exterior heat pump on split system units; this conduit is in addition to thermostat conduit noted above.

2.03 OPENINGS - CUTTING, REPAIRING:

- A. The electrical contractor shall cooperate with the work to be done under other Sections in providing information as to openings required in walls, slabs, and footings for all conduits and equipment, including sleeves, where required.
- B. All drilling, cutting, and patching required for the performance of work under this Section shall be performed by the General Contractor and the cost thereof shall be borne by the electrical contractor.
- C. Holes in Concrete: Sleeves shall be furnished, accurately located and installed in form before pouring of concrete. The electrical contractor shall pay all additional costs for cutting of holes as the result of the incorrect location of sleeves. All holes through existing concrete shall be either core drilled or saw cut. All holes required shall have the approval of the Structural Engineer prior to cutting or drilling.

2.04 EXCAVATION AND BACKFILL:

- A. General: The Contractor shall do all excavating and backfilling necessary to receive the work shown on the drawings.

Excavations shall be made to the proper depth, and the trenches shall be graded uniformly to provide solid bearing along the entire length of the conduit. All trenches shall be excavated so that conduits will have at least (6) inches clearance on each side. Conduits in fill or loose sand shall have trench bottom tamped to 95% maximum density compaction prior to laying conduits.

- B. Backfilling: Do not fill any trenches until all conduits have been inspected. After the work is installed, tested, inspected, and approved, the trenches shall be refilled in six-inch layers with clean, damp earth, with each layer thoroughly tamped before proceeding with additional layers. Remove from site all excess earth, rock and other debris resulting from excavation and backfill work.

2.05 NAMEPLATES:

- A. On all panelboards, disconnect switches, transformers, and enclosures provide engraved plastic nameplates as manufactured by Seton Nameplate Co., Columbia-Engravers, International Nameplate Co., or equal. Unless otherwise noted, nameplates to be 1/16" thick plastic with white letters on black background.
- B. Attach nameplates with Carter's, Devcon, Weldwood, or approved equal epoxy cement.
- C. Unless otherwise noted, letters identifying equipment shall be 1/4" high.
- D. Hand lettering, typing under tape, embossed letters on plastic, etc., will not be acceptable.

2.06 CLEANING EQUIPMENT AND MATERIALS:

- A. Provide for the safety and good condition of all materials and equipment until final acceptance by the Owner. Protect all materials and equipment from damage. Provide adequate and proper storage facilities during the progress of the work.
- B. All fixtures, conduits, finished surfaces, and equipment shall have all grease, adhesive labels, and foreign materials removed.

2.07 CLEANING UP:

- A. Remove from the premises all unused material and debris resulting from the performance of work under this Section.

2.08 DAMAGES:

- A. Cost of repairing damage to building, building contents, and site during construction and guarantee period resulting from this work is a part of this contract.

2.09 TEST PERFORMANCE:

- A. Upon completion of the work, the system shall be free of faults, including short circuits, grounds, and open circuits, and loads balanced across phases to obtain minimum neutral current in all feeders and branch circuits. All communications systems shall operate at a standard representative of the best state of the art for the particular system involved. All life safety systems shall be demonstrated and certified as to operation in compliance with the codes and the intent of these Specifications. Test system in the presence of the Engineer or his representative, and operate to comply with the true intent of Plans and Specifications. Defray cost of all

adjustments required to correct deficiencies; replace defective material and equipment, do not repair.

2.10 FINISHED PLANS:

- A. As-built Drawings: Upon completion of the work, the Contractor shall furnish and deliver to the Owner two (2) sets of as-built drawings to correspond in size to the tracings, showing among other things, layouts of utility systems and functional systems (such as public address, fire alarm and telephone). All pertinent dimensions and elevations of buried work shall be given.

2.11 INSTRUCTIONS:

- A. Provide a hard back, three-ring file folder containing all warranties, catalog data and the manufacturer's recommendations and the frequency with which each is to be done. Each sheet shall be initialed by the manufacturer's agent as being correct. Provide columns on each sheet so that they may be dated by maintenance personnel when each individual function is performed. Contractor shall furnish a typed maintenance manual in a hard back, three-ring binder explaining all maintenance functions. The Contractor shall instruct and demonstrate each maintenance function to the Owner's Representative. The Owner's Representative shall in turn sign the maintenance sheets indicating his understanding of the instructions. Coordinate all equipment start-ups with the Owner, so that they may be present.
- B. The Contractor shall instruct the Owner's Representative in complete detail as to the proper operation of the overall systems. Advise the Owner as to where to order common replacement items. Deliver to the Owner the manufacturers' agent's name, address, and the telephone number of each piece of equipment.

2.12 GUARANTEE:

The Contractor agrees:

- A. To correct defects in workmanship, materials, controls, equipment, and operation of the system for a period of one (1) year from the date of acceptance.
- B. To remove any item not specified or given written approval and replace it with the specified item.
- C. That the systems installed will safely, quietly, and efficiently perform their respective functions in accordance with the design.

END OF SECTION 16040

SECTION 16050 - BASIC MATERIALS AND METHODS

PART ONE - GENERAL:

1.01 APPROVALS AND SUBSTITUTIONS:

- A. All requests for substitutions shall be submitted so as to be received by the Engineer at least ten (10) calendar days before bid date. Approved material will be listed in addendum form.
- B. Contract prices shall be based on material and equipment as specified, unless written approval is obtained for any deviations. Requests for substitutions before bid date may be submitted by Contractors or by Equipment Manufacturer's Representatives.
- C. Requests for approvals should be submitted in the form of a letter (with one copy minimum) on a letterhead of submitting firm, along with a self-addressed, stamped, return envelope. Letter shall be addressed to the Engineer and referenced to this project.
- D. If there are no deviations between the items submitted and the plans and specifications, then the submittal letter should contain the statement, "Items are in accordance with plans and specifications with no deviations". An item with deviations from the plans and specifications may be submitted for approval consideration. Letter should then state, "Item submitted is in accordance with plans and specifications, except for the following deviations." Deviations should then be listed in itemized form.
- E. Items approved shall not be construed as authorizing deviations from the plans and specifications. Contractor shall be responsible for verifying all dimensions with available space conditions with provisions for proper access, maintenance, and part replacement, and for coordination with other trades - mechanical, plumbing, structural, etc., for proper services and construction requirements.
- F. Where such approved deviations require a different quantity and arrangement of wiring, conduit and equipment from that specified or indicated on the drawings, the Sub-Contractor shall furnish and install any such structural supports, controllers, starters, electrical wiring and conduit, and any other additional equipment required by the system, at no additional cost to the Owner.

PART TWO - PRODUCTS AND EXECUTION:

2.01 MANUFACTURER'S INSTRUCTIONS:

- A. Prior to purchasing equipment, procure product manufacturer's application, installation, and operating instructions for use in conjunction with the system design drawings and specifications during construction. If there exists any conflict between the manufacturer's publications and the design drawings and specifications, immediately notify the Engineer, in writing. Upon notification by the Engineer, proceed in accordance with his instructions.

2.02 SHOP DRAWINGS:

- A. The Sub-Contractor shall submit for approval detailed shop drawings of all equipment and all material required to complete the project, and no material or equipment may be delivered to the

job site or installed until the Sub-Contractor has in his possession the approved shop drawings for the particular material or equipment. The shop drawings shall be complete as described herein. The Sub-Contractor shall furnish the number of copies required by the General and Special Conditions of the contract, but in no case less than six (6) copies.

- B. Prior to delivery of any material to the job site, and sufficiently in advance of requirements to allow Architect ample time for checking, submit for approval detailed, dimensioned drawings or cuts, showing construction, size, arrangement, operating clearances, performance characteristics and capacity. Each item of equipment proposed shall be a standard catalog product of an established manufacturer and of equal quality, finish, and durability to that specified.
- C. Samples, drawings, specifications, and/or catalogs submitted for approval shall be properly labeled indicating specific service for which material or equipment is to be used, section and article number of specifications governing, Contractor's name, and name of project.
- D. Catalogs, pamphlets, or other documents submitted to describe items on which approval is being requested, shall be specific and identification in catalog, pamphlet, etc., of item submitted shall be clearly made in ink. Data of a general nature will not be accepted.
- E. Approval by the Architect and/or Engineer of shop drawings for any material, apparatus, devices, and layouts shall not relieve the electrical contractor from the responsibility of furnishing same of proper dimension, size, quantity, quality, and all performance characteristics to efficiently perform the requirements, and intent of the contract documents. In addition, approval shall not relieve the electrical contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the contract documents, the electrical contractor shall advise the Architect and/or Engineer of the deviations, in writing, accompanying the shop drawings, including the reasons for deviations.
- F. Failure of the Sub-Contractor to submit shop drawings in ample time for checking shall not entitle him to an extension on contract time, and no claim for extension by reason of such default will be allowed.
- G. The table on the following pages shall be included in the front of the shop drawing submittal. Sections of the specifications that are included in the specifications manual for this project shall require a submittal for each item listed. Incomplete or partial submittals shall be rejected.

Spec Section	#	Item Description
Site Lighting	1	Landscape lighting fixtures
	2	Lamps
	3	Type FSIFP outlet boxes
General Completion	1	Insurance Certificate indicating that stored materials are held in a bonded warehouse
	2	Superintendent's name, job trailer phone and fax numbers
	3	Name Plates type and attachment method
Conduit	1	Conduit , Cables, Tubing
	2	Supports
	3	Fittings and connectors
	4	Expansion joints
	5	Ground Bushings
	6	Tracing tape
	7	Sealants
	8	Fire Wall Penetrations (Provide U.L. Listing Number)
Busways	1	Busway
Under floor Ducts	1	Duct system sharing joiners, spaces, covers, supports, seats, etc.
Surface Metal Raceway	1	Surface raceway system - include all components
Wires and Cables	1	Wire – minimum size, manufacturer, insulation type
	2	Connectors and lugs
Outlets, Switches & Boxes	1	Outlet boxes
	2	Floor Boxes
Wall Switches	1	Switches (Also indicate color, load type, terminal type, and rating)
	2	Plates
Receptacles	1	Receptacles
	2	Plates
Lighting Control Relay System	1	Relay cabinet and relay modules
	2	Override switches
	3	Cables
	4	Photocells
Dimming System	1	Dimmer panel and dimmer modules
	2	Control consoles

Spec Section	#	Item Description
Lighting Control Sensors	1	Sensors
	2	Power Packs
Motor Starter	1	Motor starters
Motor Control Center	1	Documentation showing installers experience with submitted system
	2	Motor control center with all components and appurtenances.
Panel boards	1	Panel boards (also indicate short circuit current rating and withstand rating)
	1	Fuses
Main Switchboard	2	Fuse Cabinet
	1	Main Switchboard (also indicate short circuit current rating and withstand rating)
Motor & Circuit Disconnects	1	Disconnect Switches
Dry Type Transformers	1	Dry type transformers
Pad Mounted xformers	1	Pad mounted transformer
Generator Set	1	Generator
	2	Transfer Switch
	3	Vibration Isolation
	4	Mounting / pad dimensions
	5	Cooling system
	6	Exhaust system
	7	Control system
	8	Engine heater
	9	Battery and charger
External TVSS / SPD	#	Main line circuit breaker
Underground Electrical Work	1	Surge Protective Devices
	1	Ground rods
Service and Metering	1	Meter sockets
	2	CT cabinets
Grounding	1	Grounding devices and fitting
	2	Ground rods
Lighting Fixtures	1	Light Fixtures
	2	Lighting Control Systems
	3	Arc Keeper Devices

Spec Section	#	Item Description
	4	Generator Transfer / Switch bypass devices (GTD)
	5	Occupancy Sensors
	6	Lighting Inverter Systems
Exterior Sports Lighting Poles	1	Data and calculation showing that submitted pole complies with contract documents
	2	Data and calculation showing that submitted foundation complies with contract documents
	3	Poles
	4	Foundations
Emergency Lighting System	5	Lighting protection system
	1	Inverter units
	2	Battery charger
	3	Batteries
	4	Cabinets
Fire Alarm System	1	Fire Alarm System Control Panel
	2	Power Supply / Batteries
	3	Smoke Detectors / Heat Detectors
	4	Addressable modules
	5	Cables and Wiring
	6	Manual Pull Stations
	7	Notification Devices
	8	Documentation that certifies that the installer has been factory trained on the submitted system.
Security System	1	Control panel
	2	Control key pads
	3	Enclosure
	4	Magnetic door contacts
	5	Motion detector
	6	Sounder
Office phone Sys.	1	Telephone system control cabinet
	2	Hand/desk sets
	3	Wire and cables
Integrated Telecomm / Telemedia Systems	1	Integrated telephone, public address and telemedia control system
	2	Outline drawing of system control cabinet

Spec Section	#	Item Description
	3	FCC registration number with signal equivalent
	4	Wiring diagrams showing typical connector
	5	Certification of completion and installation and service training from system manufacturer
Classroom Intercom, Master-clock & Program System	1	Console
	2	AM-FM tuner, cassette player
	3	AM-FM antenna
	4	Administrative telephone
	5	Staff telephone
	6	Room call-in switch
	7	Digital master clock
	8	Speakers/ back boxes
	9	Exterior speakers
	10	Cable
Public Address System Replacement	1	Equipment cabinet
	2	Control panel
	3	AM-FM tuner, cassette player
	4	Power amplifier
	5	Selection panels
	6	Master clock and program distribution system
	7	Room call-in switch
	8	Speakers/ back boxes
	9	Exterior speakers
	10	Cable
Public Address Communication Sys (w/phones)	1	FCC registration number of the submitted system
	2	Data sheets for all equipment being provided
	3	Internal control cabinet drawings showing internal block diagram connections
	4	Wiring diagrams showing typical field wiring connections
	5	Documentation that installer maintains service and parts for submitted system
Sound Augmentation Systems	1	Microphones, receptacles, extension cables and stands
	2	Mixer/ pre-amp

Spec Section	#	Item Description
	3	Amplifiers
	4	Cables
	5	Equipment housing
	6	CD player
	7	Monitor headphone
	8	Equalizer
	9	Crossover network
	10	High frequency horns and drivers
	11	Low frequency loudspeaker and enclosure
Sound Reinforcement System	1	Microphones, receptacles, extension cables and stands
	2	Mixer/ pre-amp
	3	Equalizer
	4	Crossover network
	5	Amplifier
	6	speakers
	7	Equipment housing
	8	Cable
Athletic Field Sound Augmentation System	1	Microphones
	2	Amplifiers / mixers
	3	Speakers & mounting brackets
	4	Equipment housing
	5	Cd players/mixers/compressors/power conditioners
	6	Cables / wall plates
Coaches' Communication Sys	1	Master station
	2	Headset 1 belt system
	3	Head coach switch module
	4	Extension cables
Television Distribution System	1	Block diagram of system showing catalog numbers of amplifiers, splitter, taps and cables
	2	Head end amplifiers
	3	Noise filters
	4	Pre-amplifiers, re-amplification and pads
	5	Coaxial cable
Media Management Center and Video	1	Internal control cabinet block diagram

Spec Section	#	Item Description
Distribution	2	Wiring diagrams showing typical field wiring connections
	3	FCC registration number
	4	Data sheets for all equipment being provided
	5	Cable
Telecom Infrastructure	1	Cable trays and supports
	2	Fire wall penetrations
	3	Grounding equipment
	4	Hand Hole Boxes and Covers
	5	Cables
	6	Communication outlets
	7	Grounding equipment
Vibration & Seismic Control	1	Complete set of calcs and shop drawings with PE seal certifying that the design meets seismic req.
	2	Seismic design errors and omissions insurance certificate.

END OF SECTION **16050**

SECTION 16110 – CONDUIT – LIGHT COMMERCIAL

PART ONE - GENERAL:

- 1.01 Minimum size conduit shall be ½". Other sizes shall be as indicated on the Plans, or required by the National Electrical Code for number and size of conductors installed. All conduit joints shall be cut square, threaded, reamed smooth and drawn tight. Bends or offsets shall be made with standard conduit ells, field bends made with an approved bender or hickey, or hub-type conduit fittings. Number of bends per run shall conform to National Electrical Code limitations. All wiring, regardless of voltage, shall be in conduit.

PART TWO - PRODUCTS:

2.01 RIGID METAL CONDUIT (OR IMC):

- A. Shall be used for:
1. Service.
 2. Exposed branch circuits where subject to damage.
 3. Branch circuits underground where outside of building line if not installed under 3" of concrete.

2.02 RIGID NONMETALIC CONDUIT (RNC):

- A. Shall be used for:
1. Branch and feeder circuits underslab where inside of the building line (ground floor only).
 2. Branch circuits underground where outside of the building line and below at least 3" of concrete.
- B. Shall be schedule 40 PVC.

2.03 METAL CLAD CABLE (MC):

- A. May be used for indoor branch circuits in dry locations.

2.04 ELECTRICAL METALLIC TUBING (EMT):

- A. Shall be used for:
1. All areas not listed in paragraphs 2.01, 2.02, and 2.03.

PART THREE - EXECUTION:

3.01 RACEWAYS:

- A. Horizontal and vertical conduit runs may be supported by one hole malleable straps, clamp-backs or other approved devices with suitable bolts, expansion shields, or beam clamps for mounting to building structure or special brackets. Adjustable hangers may be used to suspend large conduits when separately located. If adjustable trapeze hangers are used to support groups of parallel conduits, U-bolt or similar type clamps shall be used at the end of a conduit run and at each elbow. J-bolts or approved clamps shall be installed on each third intermediate trapeze hanger to fasten each conduit. Hangers shall be painted with two coats of oil paint. Where excessive corrosive conditions are encountered, hanger assemblies shall be protected, after fabrication, by sheradizing or galvanizing, special paint, or other suitable preservative methods. The use of perforated iron straps, wire, etc., for supporting conduits will not be permitted. The required strength of the supporting equipment and the size and type of anchors shall be based on the combined weight of conduit, hanger, and cable.
- B. Conduit installed in exterior wall shall be routed in stud or block cavity not in air spaces between block and brick.
- C. Where any run of rigid conduit may change to a run of EMT, or vice-versa, such a change shall be made in a cast metal conduit fitting, or junction or outlet box, as elsewhere required, with each conduit terminating separately therein.
- D. Conduit shall be continuous from outlet to outlet and from outlets to cabinets, pull boxes or junction boxes, and shall be secured to all boxes with locknuts and bushings in such a manner that each system shall be electrically continuous throughout. Conduit ends shall be capped to prevent entrance of foreign materials during construction.
- E. Conduit terminals at cabinets and boxes shall be rigidly secured with locknuts and bushings as required by the National Electrical Code and other electrical codes. All conduit bushings shall be of the insulating type with two locknuts.
- F. All conduit shall be installed complete before conductors are pulled in. All conduit shall be cleaned and free of foreign matter inside before any conductors are pulled in. A run of conduit which has become clogged shall be entirely freed, or shall be replaced.
- G. A pullwire shall be left in each run of empty conduit. Pullwire shall be 16 gauge galvanized steel.
- H. Run all conduit at right angles to or parallel to walls of building.
- I. Use short pieces, approximately two feet, of flexible metal conduit to connect motors and other devices subject to motion and vibration.
- J. Support conduit and secure to forms when cast in concrete so that conduit will not be displaced during pouring of concrete. Stuff boxes and cork fittings to prevent entrance of water during concrete pouring and at other times during construction prior to completion of conduit installation.

- K. Use expansion fittings with copper bonding jumpers to assure ground continuity across expansion joints in walls, floors, and ceilings. Use double locknuts and bushings on panel feeders at panel enclosures.
- L. Install grounding bushing on all conduit entering or leaving main switchboard. Connect each bushing to switchboard ground bus with a separate #4 bare copper conductor lugged to bus.
- M. Any EMT connectors must be all steel compression type with insulated throat. EMT couplings shall be all steel compression type. No cast fittings of any type will be accepted.
- N. Color coding shall be provided every 8'-0" on conduit and shall be as follows:
 - 1. 480 volt, single and three phase - Orange
 - 2. 208 volt, single and three phase - Green
 - 3. 120 volt - Yellow
 - 4. Fire alarm system - Red
 - 5. Motor and other control systems - Blue
- O. All firewall penetrations shall be properly fireproofed with U.L. listed material.
- P. Conduit shall not be routed within 2" of the underside of a corrugated metal roof deck and shall not be fastened to or supported from the underside of a corrugated metal roof deck.
- Q. Underground conduits outside of the building line shall be installed as follows:
 - 1. Conduits shall be a minimum of 30" below grade.
 - 2. Rigid non-metallic conduit shall have an electronically detectable tracing tape installed above them.
 - 3. Rigid non-metallic conduit bends shall be pre-manufactured "factory" bends or field made bends using "hot box" style conduit benders.
 - 4. Rigid non-metallic conduit shall be installed below a minimum of 3" of concrete
- R. Underground conduits inside of the building line shall be installed as follows:
 - 1. Conduits shall be run under vapor barrier and shall be routed or shall be installed deep enough to prevent penetration of building footers or other structural supports.

2. Conduit shall have rigid steel 90's installed where penetrating slab. Rigid steel 90's shall have two coats of asphaltum and all wrench marks and etc., shall be touched-up after conduit has been assembled.
- S. Conduits shall not be installed within the concrete slabs of intermediate floor levels.
- T. Conduits which are subjected to large temperature differences or those which enter the building from the exterior shall be sealed. The sealing method shall be equal to poly water FST. Conduits to be sealed include:
1. Those which enter the building from the exterior.
 2. Those which enter coolers or freezers.
 3. Those which pass through unconditioned portion of the building.
 4. Those which supply rooftop equipment.
- U. Conduits shall not be installed above or on top of a roof without expressed permission of the engineer. Conduits serving rooftop equipment shall be routed within the building and penetrate the roof plane vertically at the equipment being supplied.
- V. Conduits installed in masonry construction shall be routed vertically in block cavities. They shall not be routed horizontally for more than 24" within block wall where such installation requires excessive cutting or notching of each block.
- W. Bridging between steel joist framing shall not be used to support conduits.

END OF SECTION 16110

SECTION 16120 - WIRES AND CABLES

PART ONE - GENERAL:

1.01 CONDUCTORS:

- A. Provide soft-drawn copper conductors in raceways as shown on Drawings. Conductors shall conform to the latest NEC requirements and meet ASTM specifications, with 75/90 degree C, Type THWN/THHN insulation.
- B. All wire and cable shall be new, with size, grade of insulation, voltage and manufacturer's name permanently imprinted on outer covering at regular intervals, and delivered to the job site in complete coils and reels. All wires sized #10 and smaller shall be solid, and sizes #8 and larger shall be stranded.

1.02 COLOR CODING:

- A. Wire and cable shall have colored insulation in sizes #10 and smaller; and in sizes #8 and larger shall be color coded on the job using Scotch color tape, E-Z code, Brady, or equal wire markers. Color coding shall be as follows:

240 DELTA/120 or
208 WYE/120 VOLT SYSTEM

480 WYE/277 VOLT SYSTEM

Phase A - Black
Phase B - Red
Phase C - Blue
Neutral - White
Grounding - Green

Phase A - Brown
Phase B - Orange
Phase C - Yellow
Neutral - Gray

*Provide permanent identification of color coding in each branch circuit panelboard as per NEC.

PART TWO - PRODUCTS:

2.01 CONDUCTORS:

- A. Wire and cable shall be as manufactured by Colonial Wire & Cable, Essex, Southwire Co., General Cable, Rome Cable, or approved equal.

2.02 CONNECTORS:

- A. Connectors, lugs, and terminals, shall be as manufactured by 3M Company, Ideal, Anderson, Thomas & Betts, OZ Electrical Mfg. Co., or approved equal.

PART THREE - EXECUTION:

3.01 CONDUCTORS:

- A. Minimum wire size for all branch circuits shall be #12 except where indicated otherwise. If the distance from the panelboards to the first outlet exceeds 50 ft., the minimum size conductor for this run shall be #10. If the distance from the panelboards to the first outlet exceeds 100 ft., the minimum size conductor for this run shall be #8. If in special cases this distance must be exceeded, larger conductors of sizes noted on the plans shall be installed.
- B. Do not pull conductors before completion of masonry, concrete, and other trades which generate dust and debris.
- C. Wire and cables shall be suitably protected from weather during storage and handling and shall be in good condition when installed.

3.02 TERMINATIONS:

- A. Conductors #8 and larger shall be connected to equipment by means of pressure type mechanical lugs. Where multiple conductors are connected to the same terminal, each conductor shall be provided with an individual lug.
- B. Solderless connectors of the proper type shall be used for all wiring connections. Where compression type connectors are noted on the plans and in the specifications, they shall be installed with approved hydraulic tools to assure a permanent, mechanically secure, high-conductivity joint. Where soldered joints are specified, the cable joint shall be mechanically strong before soldering. Solder shall be carefully applied without use of acid. Soldered connection shall be wrapped with rubber and friction or insulating plastic tape in a manner approved for circuit voltage.

3.03 TAPS AND SPLICES:

- A. All cable taps, and splices shall be made secure with solderless pressure type connectors, unless otherwise specified. Where compression type connectors are noted on the plans and in the specifications, they shall be installed with approved hydraulic tools to assure a permanent, mechanically secure, high-conductivity joint. Where soldered joints are specified, the cable joint shall be mechanically strong before soldering. Solder shall be carefully applied without use of acid. Soldered connection shall be wrapped with rubber and friction or insulating plastic tape in a manner approved for circuit voltage.
- B. All high-voltage conductor and cable splices, connections, and terminations shall be made with termination or splicing kits containing the necessary connectors and insulating materials for the specific cable size and type involved.
- C. Where conductors are to be connected to metallic surfaces, the coated surfaces of the metal shall be polished before installing the connector. Lacquer coating of conduits shall be removed where ground clamps are to be installed.

- D. Join conductors with twist on wire connectors sized for the number and gauge of conductors or by soldering, brazing, or welding. Tape all soldered or brazed connections or cover with approved prefabricated insulating devices to provide insulation resistance at the connection equal to that of the wire. Make splices in boxes or fittings only. Push in type wire connectors shall not be used.

3.04 INSULATION RESISTANCE TESTING

- A. All panel board and switchboard feeders shall be tested prior to energizing. 480V feeders shall be tested at 1000 VDC, 208V and 240V feeders shall be tested at 500 VDC.
- B. All current carrying and neutral conductors in every set of conductors shall be tested. Each current carrying and neutral conductor shall be tested to ground and to each other.
- C. All resistance measurements shall be recorded after 60 seconds and all measurements shall be temperature corrected to 60 degrees F.
- D. For each test measurement, the electrical contractor shall record the following information: Project name, date, temperature, humidity, testers name, testing device manufacturer and model number, feeder origin and termination points, test voltage, set number (for parallel feeders), conductor length, conductor size, measurement origin and termination (for example "A phase to ground "or" A phase to B phase"), insulation resistance in meg-ohms per foot at 60 degrees F, and the signature of the tester. A sample form is attached and a spreadsheet which calculates the corrected insulation readings in meg-ohms per foot at 60 degrees F is available from the engineer.
- E. All feeder insulation resistance measurements shall be forwarded to the engineer for review prior to energizing of the feeder. Copies shall also be collected into a binder and submitted to the owner as part of the operations and maintenance (O & M) documentation.
- F. Cables with an insulation resistance measurement corrected to 60 degrees F, which is less than 2 meg-ohms per foot shall be replaced by the electrical contractor at no additional cost to the owner.

END OF SECTION 16120

SECTION 260534 - ELECTRICAL BOXES

PART ONE - GENERAL:

1.01 OUTLET BOXES:

- A. All outlet boxes shall be standard galvanized steel type, at least 4" x 4" x 1-1/2" deep, single or ganged of size to accommodate devices noted. Boxes shall be equipped with plaster ring or cover as necessary. Standard deep type boxes shall be used in floor slab construction so that concealed conduits entering sides of boxes can clear steel reinforcing rods. Extension rings, plaster rings and device extension covers shall be all steel.

1.02 FLOOR BOXES:

- A. Boxes for floor outlets shall be the cast-metal, threaded conduit entrance waterproof type with means for adjusting the cover plate to finished floor level. Boxes shall have an approved gasket or seal between adjusting ring and box. Cover plates on floor boxes shall be of heavy brass, with permanent ring or flange and rubber gasket.

1.03 JUNCTION BOXES:

- A. Where indicated on the plans, and where necessary to terminate, tap-off or redirect multiple conduit runs, the Electrical Contractor shall furnish and install appropriately designed junction boxes. They shall have full access screw covers mounted with corrosion-resistant machine screws. Box size shall be as required by the NEC for the number of conduits and conductors entering and leaving it.

1.04 PULL BOXES:

- A. Furnish and install pull boxes where necessary in the raceway system to facilitate conductor installation.

PART TWO - PRODUCTS:

2.01 Boxes shall be as manufactured by Steel City, Thomas & Betts, OZ Electrical Mfg. Co., Raco, Appleton, Circle F Mfg., or approved equal.

2.02 Floor outlets shall be as manufactured by Wiremold, Hubbell, T&B, Raco, or Steel City.

PART THREE - EXECUTION:

3.01 GENERAL:

- A. Electrical Contractor shall furnish and install plugs for all knockout openings.
- B. Surface mounted exterior boxes shall be weatherproof aluminum.
- C. Masonry boxes shall be used in masonry walls.

3.02 OUTLET BOXES:

- A. Electrical Contractor shall coordinate the mounting heights listed in this section with the general

contractor to insure that there are no conflicts with structural bond beams or other elements.

- B. Electrical Contractor shall grout any gap between flush mounted boxes and the wall surface that is larger than 1/8".
- C. Convenience outlets shall be located 1'-4" to bottom of box above finished floor, unless otherwise indicated on the plans.
- D. Wall-switch outlets shall be located 4'-0" to top of box above finished floor. When located near doors, they shall be installed on the lock side of the door, unless otherwise indicated on the plans.
- E. Clock outlets shall be installed 7'-4" to bottom of box above finished floor, unless otherwise indicated on the plans.
- F. Outlet boxes for concealed telecommunication systems shall be of the 4" square type 2 1/8" deep with single gang plaster ring and bushed opening cover plate. Telecommunication outlet boxes shall be installed at 1'-4" to bottom of box above finished floor unless otherwise indicated on the plans. Telecommunication boxes shall be installed with blank cover plates when cabling is not being installed by the electrical contractor

3.03 JUNCTION BOXES:

- A. Where intermediate cable supports are necessary because of box dimensions, provide insulated cross-brackets to support the conductors. Boxes shall be supported independently of conduits entering them. Brackets, rod hangers, bolts, or other suitable supporting means may be used.

3.04 PULL BOXES:

- A. In general, conduit runs of more than 100 feet, or more than three right angle bends, shall have a pull box installed at a convenient intermediate location. All boxes shall be of metal gauge and size as required by the NEC for the number and size of conduits and conductors involved. Boxes shall have removable screw covers. Boxes shall be securely mounted on the building structure with supporting facilities independent of the conduits entering or leaving the box.

END OF SECTION 260534

SECTION 16141 - WALL SWITCHES

PART ONE - GENERAL:

1.01 SWITCHES:

- A. Furnish and install ivory switches for lighting as shown on the Drawings.
- B. Switches shall operate quietly in any position. Mechanisms shall be the mechanical type, containing no fluids, and shall be suitable of control of both incandescent and fluorescent lighting loads, as well as motor and appliance loads up to 85% of rated switch capacity. Terminals shall be screw type with terminals arranged for back or side wiring; rating to be 20 amp.

1.02 PLATES:

- A. Plates for switches shall be the same manufacturer as switch and shall be oversized stainless steel, unless indicated otherwise on the Drawings. Gang plates where two or more devices occur at the same location.

PART TWO - PRODUCTS:

- 2.01 Switches shall be Hubbell/Bryant, Cooper/Eagle, P & S, or approved equal.

PART THREE - EXECUTION:

- 3.01 Verify locations in relation to door swings, and place devices on the strike side.

END OF SECTION 16141

SECTION 16145 - RECEPTACLES

PART ONE - GENERAL:

1.01 RECEPTACLES:

- A. Furnish and install ivory receptacles for power as shown on Drawings.
- B. Duplex receptacles shall be grounding type, rated 15 or 20 amp, as indicated, 125V, have screw type terminals arranged for back and/or side wiring, and shall be equipped with break-off or equivalent means for split wiring.
- C. Receptacles shall be by the same manufacturer as the switches.

1.02 PLATES, AND COVERS:

- A. Cover plates for standard receptacles shall all be by the same manufacturer as receptacle, and shall be oversize stainless steel, unless indicated otherwise on Drawings.
- B. Cover plates for receptacles with locking covers shall be equal to P&S #460026P.
- C. Cover plates for weather proof receptacles (subnote "WP" on drawings) shall be metallic and equal to P&S #4511 or Cooper/Eagle #S1966.
- D. Cover plates for while in use receptacles (subnote "WIU" on drawings) shall be metallic, extra duty, while in use equal to Intermatic #WP1010MXD, P & S #WIUCAST1, or Cooper/Eagle #WIUMH-1.

PART TWO - PRODUCTS:

2.01 INDOOR RECEPTACLES:

- A. 15 Amp receptacles shall be Hubbell/Bryant #5252, Cooper/Eagle #5252, P & S #5262, or prior approved equal. (15 amp receptacles shall only be used if shown on the plans. Consult the symbol schedule to determine if 15 amp receptacles are allowed).
- B. 20 Amp receptacles shall be Hubbell/Bryant #5352, Cooper/Eagle #5352, P & S #5362, Leviton #5352 or prior approved equal.
- C. 15 Amp tamper resistant receptacles shall be Hubbell/Bryant #CBRS15XXTR, Cooper/Eagle #TR5262, P & S #TR5262, or prior approved equal. (15 amp receptacles shall only be used if shown on the plans. Consult the symbol schedule to determine if 15 amp receptacles are allowed).
- D. 20 Amp tamper resistant receptacles shall be Hubbell/Bryant #CBRS20XXTR, Cooper/Eagle #TR5362, P & S #TR5362, or prior approved equal.
- E. 15 Amp Isolated ground receptacles shall be Hubbell/Bryant #BRY5262I, Cooper/Eagle #IG5262, P & S #IG5262, or prior approved equal. (15 amp receptacles shall only be used if shown on the plans. Consult the symbol schedule to determine if 15 amp receptacles are allowed).
- F. 20 Amp Isolated ground receptacles shall be Hubbell/Bryant #BRY5362I, Cooper/Eagle #IG5362, P & S #IG5362, Leviton #5362-IG, or prior approved equal.

- G. 15 Amp Hospital grade tamper resistant receptacles shall be Hubbell/Bryant #BRY8200XXTR, Cooper/Eagle #TR8200, P & S #TR62H, or prior approved equal. (15 amp receptacles shall only be used if shown on the plans. Consult the symbol schedule to determine if 15 amp receptacles are allowed).
- H. 20 Amp Hospital grade tamper resistant receptacles shall be Hubbell/Bryant #BRY8300XXTR, Cooper/Eagle #TR8300, P & S #TR63H, Leviton #8300-SGG, or prior approved equal.
- I. 20 Amp USB receptacles shall be Cooper/Eagle #TR776, P&S #TR5362USB or prior approved equal.
- J. 20 Amp Hospital grade receptacles shall be Hubbell/Bryant # HBL8300H, Cooper/Eagle #TRVGFH20, P & S # PS8300H, Leviton #8300, or prior approved equal.

2.02 GFCI RECEPTACLES:

- A. GFCI Receptacles shall include indicator light that is lighted when device is tripped. They shall Conducts an automatic test every three seconds, ensuring ground fault protection. If protection is lost, power to the unit is disconnected and indicator light flashes indicating that the unit should be replaced.
- B. Outdoor receptacles shall be 20 Amp, GFCI protected, tamper resistant, and weather resistant. They shall be Hubbell/Bryant #GFTWRST20, Cooper/Eagle #TWRSGF20, P & S #2095TRWR, or prior approved equal.
- C. Indoor GFCI receptacles shall be Hubbell/Bryant #GFRST20, Cooper/Eagle #SGF20, P & S #2097, or prior approved equal.
- D. 20 Amp Hospital grade GFCI receptacles shall be: Hubbell/Bryant #GFRST83, Cooper/Eagle #SGFH20, P&S #2097HG, or prior approved equal.
- E. 20 Amp Hospital grade tamper resistant GFCI receptacles shall be Hubbell/Bryant #GFTRST83, Cooper/Eagle #TRSGFH20, P & S #2097HGTR, or prior approved equal.
- F. 20 Amp tamper resistant GFCI receptacles shall be Hubbell/Bryant #GFTRST20, Cooper/Eagle #TRSGF20, P & S #2097TR, or prior approved equal.

2.03 CONTROLLED RECEPTACLES

- A. Controlled receptacle marking permanently printed, molded, or stamped on the face of the receptacle and in compliance with Controlled Receptacle Marking requirements stated in Article 406.3(E) of the National Electrical Code.
- B. 20 Amp controlled receptacles shall be: Hubbell/Bryant #BR20C1, P&S #26352CD, or prior approved equal.
- C. 20 Amp tamper resistant controlled receptacles shall be: P&S #TR26362CD, or prior approved equal.

PART THREE – INSTALLATION:

3.01 IDENTIFICATION:

- A. The panel and circuit number(s) supplying each receptacle shall be indicated with permanent markings on the inside of each receptacle cover plate.

3.02. DEVICES:

- A. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
- B. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
- C. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
- D. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
- E. Tighten unused terminal screws on the device.
- F. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

3.03. ORIENTATION:

- A. Receptacles shall be installed with the ground pin in the “up” position.

3.04. MOUNTING:

- A. Receptacles shall be installed flush and level with the wall surface. Oversize gaps which are visible around the exterior of the cover plate shall be sealed and painted to match adjacent surfaces.

END OF SECTION 16145

SECTION 16160 - PANELBOARDS

PART ONE - GENERAL:

1.01. Description of Work

- A. Where shown on the Plans, indicated in the riser diagram, and listed in the panelboard schedule, furnish and install power, distribution, and lighting panels of the size and type indicated.

1.02. Submittal Requirements

- A. Where indicated on the plans, manufacture shall furnish a selective coordination report with the product submittal. This report shall include all of the time current curves for all of the overcurrent devices in the indicated system.

1.03. Basis of Design

- A. The overcurrent protection system basis of design is GE. Any changes necessary to achieve selective coordination of other approved manufacturer's equipment shall be the sole responsibility of the electrical contractor.

PART TWO - PRODUCTS:

2.01. Manufacturers

- A. Panelboards shall be manufactured by General Electric, Square D, Siemens, Cutler Hammer, or prior approved equal.

2.02. Materials and Components

- A. Distribution and power panelboards shall be of the dead-front safety type, equipped with thermal-magnetic circuit-breaker branches of sizes and types noted on the Drawings or indicated in the panelboard schedule. Breakers shall provide instantaneous trip on short circuits and time-delay trip on overloads. Main busbars shall be equipped with solderless lugs and all spaces shall be bussed. Panelboard assembly shall be enclosed in a code - gauge steel cabinet with ample wiring gutters on top, sides, and bottom. Cabinet doors shall be equipped with spring latches with locks and shall be keyed alike.
- B. Lighting panelboards shall be of the circuit breaker type of sizes listed in the panelboard schedule or noted on the Drawings. The panels shall have mains only with solderless lugs on the main busbars. Branches shall have circuit breakers of the sizes indicated on the panel schedule. Cabinets shall be of the code - gauge steel with ample wiring gutters for all wires and connections. Doors shall be the single type with spring latches with locks and all keyed alike.
- C. Unless otherwise indicated on the drawings, all panelboards shall have a fully rated symmetrical short circuit fault current rating of at least 22,000 amperes. Series rated panels are not acceptable.
- D. All panelboards shall have bolt on breakers. Plug in breakers are not acceptable.
- E. Circuit breakers shall be 20 amp, 1 pole unless indicated otherwise.

- F. Panels shall be 17" minimum width.
- G. Surface Mounted panels which are noted elsewhere in these contract documents to have TVSS/SPD protection shall have TVSS/SPD units mounted adjacent to the panels. See the details and other specifications for more details.
- H. Flush mounted panels which are noted elsewhere in these contract documents to have TVSS/SPD protection shall have integral units with Performance characteristics as close as possible to the external units. Integral TVSS/SPD units shall be furnished by the panelboard manufacturer.

PART THREE - EXECUTION:

3.01. Installation

- A. From each flush mounted panelboard, stub a minimum of five one inch empty conduits into area above ceiling.
- B. Install in each panelboard a plastic-covered typewritten circuit directory in metal frame. Indicate name, address and service telephone number of installer. Directory shall list the load served and the location of the load for each breaker. Directory shall indicate the final room numbers designated by the owner and not necessary those shown by the architect on the floor plans.
- C. All multiwire branch circuits shall have a handle tie supplied by the panel board manufacture installed to simultaneously open all ungrounded conductors. The electrical contractor may substitute multi pole breakers for this purpose at his discretion.
- D. Electrical contractor shall furnish and install leak protection pans under all non-electrical system piping which passes over electrical panels and pitch pan to drain away from electrical equipment.
- E. The electrical contractor shall apply warning label which states "Warning arc flash hazard appropriate PPE required". The warning label design shall comply with ANSI Z535.4

END OF SECTION 16160

SECTION 16161 - FUSES

PART ONE - GENERAL:

1.01 MATERIALS AND COMPONENTS:

- A. Fuses shall be listed and meet UL and/or NEMA Standards for Class K5, J, L, and RKI fuses, or as indicated on the drawings.
- B. Where fuses are required elsewhere in the specifications or on the drawings for individual motor circuit protection, for motor control centers, and for motor starters, these fuses shall be class K5 fuses unless otherwise indicated. Class K5 fuses shall be dual element cartridge design with high interrupting capacity, current limiting effect, 200,000 ampere RMS symmetrical at rated voltage minimum, and a minimum time delay of ten (10) seconds at five hundred percent (500%) load.
- C. Class J and L fuses shall be provided as indicated on the Drawings for protection of non-motor loads.
- D. Fuse voltage rating shall be 250 volts for 120/208 volt system and 480 or 600 volts for 277/480 volt system.

1.02 SPARE FUSE CABINET

- A. All spare fuses shall be stored in their original cartons in a spare fuse cabinet furnished and installed by the electrical contractor. The cabinet shall be steel, surface mounted, with a hinged door, phenolic "Spare Fuse" label, flush lock, finished with gray baked enamel, and sized as required to house all spare fuses. A directory listing type and location of each fuse shall be mounted on the inside of the door. Spare fuse cabinet shall be similar to BUSSMAN Cat. No. SFC.
- B. The spare fuse cabinet shall be wall mounted within sight of the main service panel or switchboard.

PART TWO - PRODUCTS:

2.01 FUSES:

- A. Fuses shall be as manufactured by BUSSMAN or GOULD SHAWMUT.
- B. Fuses over 600 amps up to 6,000 amps shall be UL Class 'L' time-delay fuses equal to BUSSMAN "HI-CAP" KRP-C. The fuses shall hold five hundred percent (500%) of rated current for a minimum of four (4) seconds and clear twenty (20) times rated current in 0.01 seconds or less.
- C. Fuses up to 600 amps used for service entrance equipment shall be UL Class RKI dual-element fuses equal to BUSSMAN "LOW-PEAK" LPN-RK for 250 volts or LPS-RK for 600 volts.

The fuses shall hold five hundred percent (500%) of rated current for a minimum of ten (10) seconds.

- D. Fuses protecting other than service entrance equipment rated over 100 amps up to 600 amps shall be UL Class K5 dual-element fuses equal to BUSSMAN "FUSETRON" FRN-R for 250 volts or FRS-R for 600 volts unless otherwise noted on the Drawings.
- E. Fuses 100 amps and under shall be UL Class K5 dual-element fuses equal to BUSSMAN "FUSETRON" FRN-R for 250 volts or FREER for 600 volts unless otherwise noted on the Drawings.

PART THREE - EXECUTION:

3.01 FUSES:

- A. The electrical contractor shall furnish and install fuses for all switches, switchboards, distribution panel, or any other electrical equipment furnished under this division of these specifications requiring fuses.
- B. The electrical contractor shall furnish one additional set of each type and rating of fuse as spare as well as any required puller or installation devices. These shall be installed in the original boxes in the spare fuse cabinet.

END OF SECTION 16161

SECTION 16170 - MOTOR AND CIRCUIT DISCONNECTS

PART ONE - GENERAL:

- 1.01 Furnish and install heavy-duty disconnect switches at locations shown on Drawings, and in accordance with NEC requirements. Operating mechanisms shall be the quick-make, quick-break type, with arc-suppressing characteristics. Enclosures shall be NEMA Type 1 indoors and NEMA Type 3R in outdoor and wet locations; equipped with cover interlock and provisions for padlocking operating handle in "ON" and "OFF" position.
- 1.02 Fuses shall be Gould Shawmut or Bussmann. Spare fuse cabinet shall be wall mounted with shelves suitable size to store spare fuses and fuse pullers specified. One additional set of each type/rating of fuse shall be included as spare.

PART TWO - PRODUCTS:

- 2.01 Safety switches shall be by the same manufacturer as panelboards.

END OF SECTION 16170

SECTION 16180 - DRY TYPE TRANSFORMERS

PART ONE - GENERAL:

1.01 SCOPE OF WORK:

- A. The Contractor shall furnish and install single-phase and three-phase general purpose individually mounted transformers and mini-power centers of the two-winding type, self-cooled, as specified herein and as shown on the contract drawings.
- B. Provide transformers and mini power centers complete and ready for operation, as indicated on Drawings. All transformers shall be dry type, air-cooled, and capable of continuous operation at 100% of Nameplate capacity in ambients up to 40 degrees C. Enclosures shall not exceed 50 degrees C surface temperatures at any continuous load up to and including 100%.

1.02 SUBMITTAL REQUIREMENTS:

- A. Request for substitutions:
 - 1. Refer to the "Basic Materials and Methods" specification for details and requirements.
- B. Product Submittals and shop drawings:
 - 1. Refer to the "Basic Materials and Methods" specification for details and requirements.
- C. Coordination drawings:
- D. As-Built drawings:
 - 1. Refer to the "Basic Materials and Methods" specification for details and requirements.

PART TWO – PRODUCTS:

2.01 MANUFACTURERS:

- A. Transformers and mini power centers shall be manufactured by same manufacturer as panels.

2.02 STANDARD FEATURES:

- A. Wiring compartment shall be front accessible and lugs shall be provided for cable sizes used. Enclosures shall be drip-proof and adequately ventilated to maintain UL temperature limits.
- B. KVA ratings shall be as scheduled on Drawings.
- C. Sound level of each transformer shall not exceed NEMA sound level limits for the KVA rating specified.
- D. Transformers shall be 3 phase, 60 Hz, 2 winding type, with 480 volt Delta primary winding and 208Y/120 volt WYE secondary winding with grounded neutral. Primary windings shall be provided with taps, two 2-1/2% FCAN and four 2-1/2% FCBN.

- E Transformers indicated on drawings to be outside shall be mounted in NEMA 3R enclosure. Provide non fused primary disconnect in NEMA 3R enclosure mounted adjacent to transformer.
- F Transformers shall utilize natural-draft ventilation. Transformers which utilize fan assisted cooling means will not be accepted.
- G Transformers shall have 115°C temperature rise and shall have U. L. insulation class 155 or higher.

2.03 MINI POWER CENTERS:

A CONSTRUCTION

1. Each mini-power center shall include a primary main breaker, an encapsulated dry-type transformer and a panel board with secondary main breaker.
2. Primary main, secondary main and feeder breakers shall be enclosed with a pad lockable hinged door.
3. Mini-power centers shall be suitable for service entrance application and labeled as such.
4. Core and Coil Assemblies
 - a. Transformer core shall be constructed with high-grade, non-aging, silicon steel with high magnetic permeability, and low hysteresis and eddy current losses. Maximum magnetic flux densities shall be substantially below the saturation point. The transformer core volume shall allow efficient transformer operation at 10% above the nominal tap voltage. The core laminations shall be tightly clamped and compressed. Coils shall be wound of electrical grade aluminum with continuous wound construction.
 - b. The core and coil assembly shall be completely encapsulated in a proportioned mixture of resin and aggregate to provide a moisture proof, shock-resistant seal. The core and coil encapsulation system shall minimize the sound level.
 - c. The core of the transformer shall be grounded to the enclosure
 - d. Provide two (2) 5% FCBN taps

B BUS

1. Secondary bus shall be aluminum

C WIRING/TERMINATIONS

1. All interconnecting wiring between the primary breaker and transformer, secondary main breaker and transformer and distribution section shall be factory installed.
2. All transformers shall be equipped with a wiring compartment suitable for conduit entry and large enough to allow convenient wiring.

D MAIN DEVICES

1. Each mini-power center shall include a primary main breaker with an interrupting rating of 65kA at 277/480 volts; and a secondary main breaker with an interrupting rating of 10kA at 120/240 volts, and a panel board.

E FEEDER DEVICES

1. The secondary distribution section shall accommodate one-inch bolt-on breakers with 10 kA interrupting capacity.

F ENCLOSURE

1. The enclosure shall be made of heavy-gauge steel and the maximum temperature of the enclosure shall not exceed 90 degrees C.
2. The enclosure shall be totally enclosed, non-ventilated, NEMA 3R, with lifting provisions.

PART THREE - EXECUTION:

3.01 INSTALLATION:

- A. Provide isolating pads between equipment and foundation or structural support and connect circuits through flexible metal conduit of 6" length to prevent transmission or vibration to structure or raceway system.
- B. Provide housekeeping pad for each transformer as per the general electrical completion specification. Transformers shall be secured to housekeeping pads. Bolt size, embedment depth, pad thickness, and pad size shall be determined by seismic calculations required elsewhere in these specifications.

END OF SECTION 16180

SECTION 16190 – SUPPORTING DEVICES

PART ONE – GENERAL:

1.01 DESCRIPTION:

- A. Support and align all raceways, cable trays, wireways, cabinets, boxes, fixtures, equipment, etc., in an approved manner.
- B. Supports shall be in conformance with the requirements of the current building codes and local amendments, or the requirements of this Section, whichever is more stringent.
- C. Seismic anchorages, seismic restraints and fixture and equipment supports shall be in accordance with National Uniform Seismic Installation Guidelines (NUSIG).

PART TWO – PRODUCTS:

2.01 MATERIALS, GENERAL:

- A. Support raceways on approved types of wall brackets, ceiling trapeze hangers or malleable iron straps. “Perforated plumbers’ strap” not permitted as means of support.
 - 1. Acceptable manufacturer’s of support brackets and hangers: “Uni-strut,” “Kindorf” or “B-line.”
 - 2. “Caddy” fasteners are permitted for support of conduit to concealed metal studs and for conduit concealed above suspended acoustical ceilings.
 - 3. All supporting devices located outdoors or in areas subject to moisture shall be hot-dip galvanized or stainless steel.
- B. Do not support raceways or equipment from ceiling tie wire or T-bar, piping or ductwork. Support independently.
- C. Provide safety wires (a minimum of four [4] 12 gauge hangers) or equivalent chains for each light fixture installed in T-bar or other ceiling suspension systems. Safety wires and chains shall be securely attached to diagonally opposite corners of each fixture and to structure.
- D. Surface mounted lighting fixtures supported from T-bar grid shall be attached to the grid with a positive clamp device that completely surrounds the supporting member similar to Caddy “IDS.” Provide safety wires as specified in the foregoing.

- E. Provide safety wires (a minimum of two [2] 12 gauge hangers) or equivalent aircraft cable for each pendant mounted fixture. Hangers or cable shall be securely attached to fixture, then routed through stem and securely attached to structure.
- F. Earthquake Anchorages:
 - 1. Anchor all equipment, raceways, cable trays, etc., to the building structure to resist earthquake forces in accordance with the requirements of the National Uniform Seismic Installation Guidelines for Architects, Engineers, Inspectors and Contractors.
 - 2. Total lateral (earthquake) force shall be not less than 1.00 times the equipment weight acting laterally in any direction through the equipment center of gravity. Provide adequate backing at structural attachment points to accept the forces involved.
 - 3. Provide equipment supported by flexible isolation mounts with earthquake restraining supports positioned as close to equipment as possible without contact in normal operation (earthquake bumpers). The maximum lateral displacement due to the computed earthquake force from above shall not exceed 1.5". Floor mounted equipment weighing less than 2,000 lbs may have one (1) 6 x 6 x 3/8 x 18" steel angle bolted to the floor with four (4) 5/8" diameter bolts placed on four (4) sides of the equipment.
- G. Independent support wires above lay in ceilings shall be orange in color.

2.02 HARDWARE, COMPOSITIONS AND FINISHES:

- A. In dry indoor areas, all threaded fasteners and associated hardware shall be steel, with a zinc or cadmium plated finish.
- B. In general, fasteners in outdoor, damp or corrosive environments shall be of the largest trade size that will fit the item being fastened, shall have the coarsest threads commercially available in that size, and shall be hot-dip galvanized steel. Zinc electroplate will be acceptable only in the smaller sizes where hot-dip galvanized is not commercially available. On metal construction, install with the full length of the threads and the hole wet with cold galvanized touch up compound (Z.R.C. or accepted equal).
- C. Where PVC, liquidtight flex or plastic-coated conduit is installed on wood construction in outdoor, damp or corrosive environments, fasteners shall be made of monel or stainless steel alloy suitable for marine environments, such as alloys 430, 446, 18-8, 304, 316 or 347.

2.03 STRUT:

- A. U-channel strut for use in heated indoor areas shall be steel. For installations that will be finish painted as part of the project, factory finish of the strut shall be

paintable galvanizing, or phosphatized and primed. For installations that will not be finish painted, the factory finish of the strut shall be galvanized.

- B. For outdoor installation of galvanized conduits and boxes, strut shall be steel with hot-dip galvanized finish. All field-cut ends and other breaks in the finish shall be thoroughly treated with cold galvanized touch-up compound (Z.R.C. or accepted equal).
- C. U-channel strut for support of PVC or plastic-coated conduits in outdoor, damp or corrosive environments shall be fiberglass, RobRoy "Rob-Glass" or accepted equal, assembled with the manufacturer's standard end sealant and corrosion-protected hardware and accessories.

PART THREE – EXECUTION:

3.01 FASTENING:

- A. Secure boxes, wall brackets, cabinets and hangers by means of toggle bolts in hollow masonry; preset inserts or expansion bolts in solid masonry and concrete; machine screws, bolts or welding on metal surfaces; and wood or sheet metal screws in wood construction. Obtain permission from ANC before using any type of powder powered studs.

3.02 FIXTURE SUPPORTS:

- A. For other than T-bar ceiling fixtures and for all fixtures weighing more than 56lbs, support luminaries from structural members capable of supporting total weight, under seismic conditions and independently from wiring system. Attach to steel members by approved beam clamps and rods.

3.03 PENDANT FIXTURES:

- A. Loop and hook or swivel hanger assemblies for pendant fixtures shall be fitted with a restraining device to hold the stem in the support position during earthquake motions. Pendant-supported fluorescent fixtures shall also be provided with a flexible hanger device at the attachment to the fixture channel to preclude breaking of the support. The motion of swivels or hinged joints shall not cause sharp bends in conductors or damage to insulation.

3.04 ASSEMBLY MOUNTED OUTLET BOX:

- A. A supporting assembly that is intended to be mounted on an outlet box shall be designed to accommodate mounting features on 4" boxes, 3" plaster rings and fixture studs.

3.05 WALL-MOUNTED EMERGENCY LIGHT UNIT:

- A. Each wall-mounted emergency light unit shall be secured in a manner to hold the unit in place during a seismic disturbance.

3.06 SAFETY WIRES:

- A. Attach safety wires to lighting fixtures so that no part of the fixture, in event of ceiling suspension system failure, will drop more than 6' below normal ceiling height. Each end of each wire shall be secured with a minimum of three (3) tight wraps.

3.07 STRUCTURAL ATTACHMENTS:

- A. Provide adequate backing at structural attachment points to accept the forces involved.
- B. Attachment to plaster or gypsum board not permitted unless specifically approved in writing by ANC on case-by-case basis. Where approved, such attachment shall be by means of molly or toggle bolts.

END OF SECTION 16190

SECTION 16289 – EXTERNAL SURGE PROTECTION DEVICES

PART ONE - GENERAL:

1.1 DESCRIPTION

These specifications describe the electrical, mechanical, and installation requirements for a high-energy Surge Protective Devices (SPDs), formerly TVSS, for the protection of AC electrical circuits. The specified system shall provide effective high-energy surge current diversion, sine wave tracking for electrical line noise filtering and be suitable for application in ANSI/IEEE C62.41 Category B environments, as tested by ANSI/IEEE C62.11, C62.45 and MIL-STD-220A. The system shall be connected in parallel with the protected system; no series connected elements shall be used which limit load current or kVA capability.

1.2 STANDARDS - Most Recent Editions of:

- A. Underwriters Laboratories; UL 1449 3rd Edition 2009 Revision (effective 9/29/2007)
- B. Underwriters Laboratories; UL 1283 (complimentary listing for Type 2)
- C. ANSI/IEEE C62.11, C62.41, C62.45
- D. National Electrical Code: Article 285
- E. National Fire Protection Association (NFPA 20, 70, 75 and 780)
- F. ISO 9001 for manufacturing, design and service.

1.3 LISTING REQUIREMENTS

The individual SPD / TVSS units shall be UL listed under UL 1449 Third Edition 2009 certification to ensure comparable test evaluations and accessibility of UL's website to verify spec compliance.

- A. SPD / TVSS shall bear the UL Mark and shall be Listed to the 2009 revision of the 3rd edition of UL 1449 and the most recent UL 1283. "Manufactured in accordance with" is not equivalent to UL listing and does not meet the intent of this specification. The surge ratings shall be permanently affixed to the SPD / TVSS. The unit shall also be complementary listed to UL 1283 Standard for EMI/RFI Facility Filters.
- B. SPD / TVSS and performance parameters shall be posted at www.UL.com under Category Code: VZCA. Products or parameters without posting at [UL.com](http://www.UL.com) shall not be approved.

1.4 SUBMITTAL REQUIREMENTS

These specifications are based on the products as manufactured by those listed in section 2.5 below. All other manufacturers shall submit for 10 day prior-approval, and provide detailed compliance or exception statements to all provisions of this specification to allow consideration. Additionally, manufacturers shall submit the following documentation. Failure to do so will result in product disapproval.

- A. Submittals shall include UL 1449 Listing documentation which indicates:
 - 1. Short Circuit Current Rating (SCCR)
 - 2. Voltage Protection Ratings (VPRs) for all modes
 - 3. Maximum Continuous Operating Voltage rating (MCOV)
 - 4. I-nominal rating (I-n)
 - 5. Device Type Listing

- B. Submittals shall include shop drawings including manufacturer installation instruction manual and line drawings detailing dimensions and weight of enclosure, internal wiring diagram illustrating all modes of protection in each type of SPD / TVSS required, wiring diagram showing all field connections and manufacturer's recommended wire and breaker sizes.
- C. Upon request, an un-encapsulated but complete SPD / TVSS shall be presented for visual inspection; proprietary technology included. MOV type & quantity shall reflect kA ratings on cutsheets, verification of diagnostic monitoring, thermal & overcurrent protection, etc.

1.5 QUALITY ASSURANCE

The manufacturer shall be ISO 9001 certified. The specified interconnect assembly shall be designed and manufactured in the USA by a qualified manufacturer of SPD / TVSS products and line conditioning equipment. The manufacturer shall have been engaged in the design and manufacture of such products for a minimum of 10 years.

1.6 ENVIRONMENTAL REQUIREMENTS

Storage Temperature:	-55 to +85°C (-67 to +185°F)
Operating Temperature:	-40 to +60°C (-40 to 140°F)
Relative Humidity:	0% to 95%
Audible Noise:	less than 45dB at 5 feet (1.5m)
Operating Altitude:	0 to 18,000 feet above sea level

The unit shall not generate any appreciable magnetic fields and shall be suitable for use directly inside computer rooms.

1.7 SYSTEM DESIGN

The SPD/Filter shall be constructed using multiple surge current diversion arrays of metal oxide varistors (MOV), matched to a variance of ± 1 volt. The array shall consist of multiple gapless metal oxide varistors, with each MOV individually fused. The arrays shall be designed and constructed in a manner that ensures MOV surge current sharing. No gas tubes, or selenium plates/rectifiers shall be used. Designs which use only silicon avalanche diodes are not acceptable. The status of each array shall be continuously monitored and a green LED shall be illuminated if the array is in full working order. All protection modes, including N-G, shall be monitored and internally fused for compliance with NEC article 110.9, 110.10 and 280.22.

1.8 ELECTRICAL REQUIREMENTS

The Nominal System Operating Voltage, configuration, phase, number of wires shall match the associated panelboards to which the SPD / TVSS is connected.

1.9 MAXIMUM CONTINUOUS OPERATING VOLTAGE (MCOV)

The SPD / TVSS and all components in the suppression path (including all current diversion components) maximum continuous operating voltage (MCOV) shall be greater than 115% of the nominal system operating voltage to ensure the ability of the system to withstand temporary RMS over-voltage (swell conditions).

1.10 OPERATING FREQUENCY

The operating frequency range of the system shall be 47 - 63 Hz.

1.11 LIFE CYCLE TESTING

The SPD shall be duty life cycle tested to withstand 6000 10kA (8x20µs), 20kV (1.2x50µs) (IEEE C62.41 Category C) surges with less than 5% degradation of clamping voltage.

1.12 OVERCURRENT PROTECTION

Fusing: All suppression components shall be individually fused and rated to allow maximum specified surge current capacity. Devices that utilize a single fuse to protect two or more suppression paths are not excepted. Individual surge components shall be sand packed and shall be UL listed to be capable of interrupting up to 100 kA symmetrical fault current with 480 VAC applied. Replaceable fusing is unacceptable. Overcurrent protection that limits specified surge currents is not acceptable.

1.13 PERFORMANCE RATINGS

Surge Current Capacity: The SPD / TVSS surge current capacity, based on an 8 x 20 microsecond waveform, shall be at least **130kA** Surge Rating per Phase and **65kA** Surge Rating per mode. If the surge rating is listed on the panel schedules, these shall be provided in lieu of the surge current ratings listed in this section.

1.14 UL 1449 RATINGS

A. The maximum UL 1449 listed surge ratings for each and/or all of the specified protection modes shall not exceed the following:

System Voltage	UL 1449 3 rd Edition VPR			
	L-N	N-G	L-G	L-L
120/240	600	600	700	900
120/208	600	600	700	900
240	N/A	N/A	1000	900
277/480	1000	900	1000	1800
480	N/A	N/A	1800	1800
346/600	1500	1200	1500	2500

B. The UL 1449 Nominal Discharge Current Rating shall be a minimum of 20kA.

1.15 NOISE ATTENUATION

The filter shall provide an attenuation of 63 db max from 10 kHz to 100MHz, per 50 Ohm Insertion Loss Methodology from MIL 220A. The system shall provide up to 120-dB 60 insertion loss from 100 kHz to 100 MHz when used in a coordinated facility system.

1.16 RESPONSE TIME

The typical response time of all suppression components shall be .5 nanoseconds.

1.17 PROTECTION MODES:

The SPD shall provide protection as follows: All modes, L-N or L-L, L-G and N-G (where applicable). Note: L = Line, G = Ground, N = Neutral

PART TWO - PRODUCTS:

2.1 ENCLOSURE FOR EXTERNAL SPD'S

The unit case shall be an enclosure rated UL94-5V, the best rating for resistance to flammability available. Further, the enclosure shall be designed and tested to NEMA 4 standards.

2.2 CONNECTIONS FOR EXTERNAL SPD'S

The unit shall be designed to be installed using the flexible conduit provided by the SPD / TVSS manufacturer.

2.3 STANDARD FEATURES

- A. Unit Status Indicators - The unit shall have an integral status circuit that monitors the operational status of all modes of protection, including Line to Neutral, Line to Ground and Neutral to Ground. No manual testing is required to confirm the integrity of the suppression and filter systems. If the unit does fail, the green LED will go out and the red LED will be lit.
- B. Audible Alarm - Unit shall be equipped with an audible alarm that is activated during a fault condition. In conjunction with the alarm, an alarm enable/disable feature shall be provided to silence the alarm.

2.5 MANUFACTURERS:

Subject to compliance, the following manufacturers are acceptable:

1. Advanced Protection Technologies
2. Siemens
3. Liebert (Emerson)
4. Thor Systems
5. Surge Suppression Incorporated (SSI)

PART THREE - EXECUTION:

3.1 INSTALLATION:

- A. The installing contractor shall connect the SPD / TVSS in parallel to the power source. The contractor shall follow the SPD / TVSS manufacturer's recommended installation practices and comply with all applicable codes.
- B. At distribution, MCC and branch panelboards, SPD / TVSS shall have an independent means of servicing disconnect such that the protected panel remains energized. A 30A breaker shall serve this function.
- C. SPD / TVSS shall be installed on the load side of the main service disconnect.
- D. Before energizing, installer shall verify service and separately derived system Neutral to Ground bonding jumpers per NEC.
- E. All parallel connections to the SPD / TVSS shall be kept as short as possible (less than 24"). The connection to the SPD / TVSS shall be made using #10 AWG (ring terminal shall be provided). The contractor shall twist the SPD / TVSS input conductors together to reduce input conductor impedance.
- F. SPD / TVSS units shall be mounted adjacent to surface mounted panels. Flush mounted panels which are noted elsewhere in these contract documents to have TVSS/SPD protection shall have integral units with performance characteristics as close as possible to that specified for the external units described in this specification. Integral TVSS/SPD units shall be furnished by the panelboard manufacturer.
- G. External TVSS units shall be installed and tested when panelboards are initially energized. Test results shall be documented and forwarded to the engineer and after initial testing, feeding breakers shall be turned off until substantial completion or as directed by the owner.

3.2 WARRANTY

The manufacturer shall provide a 10-year parts limited warranty from date of shipment against failure when installed in compliance with manufacturer's written instructions, UL listing requirements, and any applicable national or local electrical codes. Manufacturer shall make available for consultation, local engineering service support.

END OF SECTION 16289

SECTION 16401 – SERVICE AND METERING

PART ONE - GENERAL:

1.01 SCOPE OF WORK:

- A. Provide a service entrance of type, size, and length shown on the Drawings.
- B. Provide temporary power services to facilitate construction operations.

PART TWO – PRODUCTS:

2.01 MANUFACTURERS:

- A. Secondary Termination Cabinets (where shown on plans).
 - 1. Maysteel
 - 2. Easter Owens and Associates Inc.
 - 3. Hubble / Trinetics
 - 4. Others by prior approval.

2.02 MATERIALS AND COMPONENTS:

- A. Secondary Termination Cabinets (where shown on plans).
 - 1. The contractor shall furnish and install a Lockable Nema 3R, utility type, pad mounted secondary termination cabinet. Electrical characteristics shall be as shown on the drawings.
 - 2. Two enclosures shall be bussed together if necessary to accommodate number of conductors shown on the drawings.

PART THREE - EXECUTION:

3.01 INSTALLATION:

- A. General
 - 1. The electrical contractor shall coordinate with the power company and comply with special conditions of service; including any primary conduits, secondary lugs, costs for primary service to pad mounted transformer and concrete pad, if necessary.
 - 2. Protect all service entrance conductors against physical damage by installation in rigid metallic conduit, the conduit to terminate at the main distribution panel.
 - 3. The contractor shall Install and maintain permanent property corners prior to the start of work by the Utility Company.

4. The contractor shall initiate stabilization measures as required both before and after installation of underground lines and include this activity in sequencing of construction activities in the Storm Water Pollution Prevention Plan. contractor will be responsible for temporary stabilization, if necessary, once final grade is established and prior to Utility Company trenching activities. Do not initiate final stabilization on easement prior to Utility Company installing underground lines. Any inlet protection will be responsibility of the contractor.
5. The contractor shall establish final grade and tamp any required filling or grading before the start of any underground distribution construction. Costs incurred due to changes in earth grades after the start of construction will be borne by the contractor.
6. The contractor shall Furnish and install all necessary conduits, pull wire, pull boxes, bends, including necessary trenching and back filling, in accordance with Utility Company drawings and specifications, from the transformer location to the source. This shall include galvanized bends, transformer entrance conduit and the first section of galvanized conduit up the pole (which must be grounded to meet National Electric Code requirements). Installation by the contractor shall comply with Utility Company Drawings and be subject to Utility Company acceptance.
7. The contractor shall furnish, install, own, and maintain the meter base for services as determined by the Utility Company. The contractor shall consult the Utility company to confirm proper equipment needed for each situation.
8. The contractor shall keep the transformer and primary cable unencumbered and accessible for maintenance and provide suitable vehicular barriers where required per Utility Company.
9. The contractor shall notify Palmetto Utility Protection Service (811) for marking of underground facilities prior to digging. Hand dig foreign utility trenches in areas crossing electrical cables already in place to eliminate contact with electrical cables.
10. The contractor shall furnish and install secondary conduit and conductors, including connectors for connection at service point. The contractor shall consult the Utility company to confirm which connectors are required.
11. The contractor shall take service at the service point identified by the Utility Company. Secondary service cables shall comply with the National Electrical Code, as a minimum when installed. Secondary cables carrying metered energy shall be installed in separate conduit or raceways from all other cables or wires.
13. The contractor will be fully responsible for compliance with any tree or buffer ordinances affecting the utility company easements. Any funding or tree replacement will be the responsibility of the contractor. Buffer requirements are in addition to and separate from the utility company easements. The contractor shall be fully aware of all appropriate ordinances that can affect SCE&G's right of way and should take this into account when assigning the easement.
14. The contractor shall be fully responsible, as required by local ordinances, to establish and maintain tree barricades around all trees required to be preserved. Any required barricades shall be in place prior to the utility company beginning design or installation of underground facilities. The standard method of construction will be by an open-trench (trencher or back

- hoe). Any encroachments in barricaded areas will require directional bores to protect trees and shall be considered as non-standard service to the contractor and at the contractor's expense. The contractor shall be solely responsible and liable for any tree damages incurred during the installation of underground electric facilities that are caused by the contractor's failure to properly barricade any significant trees, as prescribed by local ordinances.
15. The contractor will be responsible for coordination of the approval of governmental agencies required for the development (i.e.; buffer zones, wetlands, storm water permitting, zoning, etc.)
 16. The contractor shall determine the locations and elevations of all foreign utilities and obstructions in areas of conflict with primary and secondary cables and transformer pads. The location of all crossing facilities shall be clearly marked by the contractor.
 17. The contractor is responsible for making rights-of-way (including easements) available to the Utility Company and for all stabilization requirements, sediment and erosion control measures, and clean up of debris from right-of-way clearing operations to include but not limited to limbs, trees and stumps. Obstructions to the performance of Utility Company work such as construction materials and equipment shall have been cleared away by the contractor prior to the start of Utility Company construction.
 18. The contractor is responsible for trench excavation and backfill. It is the contractor's responsibility to ensure compliance with OSHA and other Federal, State and local requirements while doing this work. Backfill shall be dirt, sand, or soil excavated from the trench, or other suitable soils, free from rock, organic materials, construction materials or other debris.
 19. The contractor shall furnish and install 1/2" empty conduit from the building's telecom backboard or cable tray to the utility company's meter for future communications cable.
 20. At direction of utility company, the contractor shall furnish and install CT cabinet mounted adjacent to the meter in the location shown on the drawings.
 21. Underground conduits shall be routed so as to maintain clearance requirements from other underground services as per the utility company.
 22. Bends in primary and secondary service conduits shall have a minimum radius of 36".

B. Underground Service

1. Pole Mounted Transformers
 - a. The contractor shall furnish and install up to 30' of rigid metallic conduit with weather head at pole as directed by utility company.
 - b. The contractor shall furnish and install an extra 25' of secondary conductor at weather head as directed by utility. Leave coiled and secured to weather head.
 - c. At direction of utility company, contractor shall furnish and install hand hole at base of the utility service pole.

2. Pad mounted Transformers

- a. The contractor shall furnish, install, own and maintain the concrete transformer pad and vehicular protection bollards, if shown in the drawings.
- b. Pad location is to be coordinated with utility company representative before forming or pouring concrete.
- c. Pad foundation must support the weight of the transformer. If soil conditions will not support the weight of the transformer, the area of the pad must be increased or piling installed.
- d. Steel reinforcing rebar must be intermediate grade billet steel with 40,000 psi minimum yield strength.
- e. Concrete for pad shall conform to class A structural concrete and shall have a 28 day strength of 4000 psi, contain no more than 6% entrained air, and have no larger than 1" aggregate mixture. Limestone aggregate is not acceptable.
- f. Conduits must be extended above surface of top of concrete pad to be between one and 6 inches above the pad.
- g. All metal conduits shall have bonding bushings and be bonded to ground rods and system neutral installed by utility company.
- h. Primary conduit shall be furnished and installed by the contractor and shall be galvanized rigid metallic conduit and be a minimum of 36" BFG with.

END OF SECTION 16401

SECTION 16450 - GROUNDING

PART ONE - GENERAL:

- 1.01 Furnish and install grounding system to comply with NEC and as shown on Drawings.

PART TWO - PRODUCTS:

- 2.01 Grounding devices and fittings shall be as manufactured by Thomas & Betts, Appleton, OZ Electrical Mfg. Co., or approved equal.

PART THREE - EXECUTION:

- 3.01 Ground main service by bonding grounding conductor to main cold water pipe, building steel, footing rebar, and at least three 3/4" diameter x 10' long ground rods driven 10' apart outside building in unpaved earth. The rods shall be loop interconnected with each other by a minimum No. 500 MCM AWG bare copper conductor thermal welded, using the proper style mold, to each rod below grade. Electrical Contractor shall provide Engineer with written documentation that service grounding system resistance measures no more than 5 ohms. Measurements shall be made using The Fall of Potential Method. Supplemental grounding electrodes and / or soil supplements shall be installed as necessary to achieve the specified resistance.
- 3.02 All ground rods and fittings used shall be free from paint, grease, and other poorly conducting material, and contact surfaces shall be cleaned thoroughly to insure good metal-to-metal contact.
- 3.03 Install bonding jumpers between all panelboards and feeder raceways connected thereto; across pull box and raceway expansion joints and across water meters located within buildings.
- 3.04 All connections to grounding conductors shall be accessible for inspection and shall be made with solderless connectors brazed or bolted to the equipment or structure to be grounded. Unless otherwise indicated on Drawings, grounding conductors within raceway system shall be installed in exposed rigid steel conduit with both conductor and conduit bonded at each end.
- 3.05 Provide all motor related equipment, kitchen equipment, transformers and fans with an equipment ground. Equipment grounding conductors shall be sized in accordance with NEC Article 250.
- 3.06 Do not use flexible metal conduit fittings as a grounding means. Pull a green ground wire in or around each piece of flexible conduit and screw to conduit system with lugs at both ends.
- 3.07 Telecommunication systems shall be grounded and bonded per the telecommunication infrastructure specifications found elsewhere in these construction documents.

END OF SECTION 16450

SECTION 16510 - LIGHTING FIXTURES

PART ONE - GENERAL:

1.01 SCOPE OF WORK:

- A. Electrical Contractor shall furnish all luminaries, lighting equipment and components shown on the Plans, listed in the fixture schedule, and specified herein. He shall furnish all labor and materials required to install specified equipment in the manner indicated. All luminaries and lighting equipment shall be delivered to the building complete with suspension accessories, canopies, hickeyes, casings, sockets, holders, reflectors, ballasts, diffusing material, louvers, plaster frames, recessing boxes, etc., all wired and assembled as indicated.

1.02 LISTING REQUIREMENTS:

- A. All fixtures shall be listed for the installed location shown of the plans.

1.03 SUBMITTAL REQUIREMENTS:

A. Request for Substitutions:

- 1. Refer to the "Basic Materials and Methods" specification for details and requirements.

B. Product Submittals and shop drawings:

- 1. Refer to the "Basic Materials and Methods" specification for details and requirements.
- 2. All lamps and ballasts require performance documentation to be submitted which shows the combined system performance.

C. As-Built Drawings:

- 1. Refer to the "Basic Materials and Methods" specification for details and requirements.

1.04 BASIS OF DESIGN:

- A. The basis of design of lamps and ballasts is OSRAM-Sylvania. Products with identical features and performance which are manufactured by Philips or GE are acceptable.

1.05 OPERATIONS AND MAINTENANCE REQUIREMENTS:

- A. Refer to the "General Completion, Electrical" specification for details and requirements.

PART TWO – PRODUCTS:

2.01 MANUFACTURERS:

- A. Refer to the light fixture symbol schedule on the drawings.
- B. Fixtures of other manufacturers may be acceptable provided they offer equal or superior performance and quality and are approved for substitution. Contractors seeking substitutions shall be in a position to furnish samples of both specified and alternate equipment for comparison, if required.

2.02 STANDARD FEATURES:

- A. Luminaries shall be wired as per the National Electrical Code. No splice or tap shall be located within arm, stem, or chain. Wire shall be continuous from splice in outlet box of the building wiring system to lamp socket or ballast terminals. All fluorescent ballasts, as indicated, shall be of the high-power-factor Class P Type and their design and construction shall conform to Certified Ballast Manufacturer's Standards. Provide regulating, HPF ballasts in H.I.D. lighting fixtures.
- B. Catalog numbers given are not necessarily total fixture specification. The general description, type and number of lamps, and pertinent details are to be considered in determining the appearance, performance and quality intended. Any major discrepancies in any particular fixture specification should be reported to the Architect prior to submitting a proposal.

2.03 OPTIONAL EQUIPMENT:

- A. Where indicated elsewhere on the drawings, fixtures are shown to have emergency ballast on the drawings, they shall be of the type indicated below:
 - 1. Recessed, linear fluorescents – Bodine B30.
 - 2. Surface a flange mounted linear fluorescents – Bodine B50 or B50LP.
 - 3. Linear fluorescents which are indicated to have cold weather ballasts – Bodine B50 cold pack.
 - 4. Compact fluorescent – Bodine B4CFG.
 - 5. Compact fluorescent fixtures which are indicated to have cold weather ballasts – Bodine B4CF1, B4CF2, or B4CF3.
- B. Lamps shall be furnished and installed by the electrical contractor for all fixtures throughout the project, whether or not furnished by the contractor.

2.04 ADDITIONAL FIXTURES:

- A. If indicated elsewhere on the drawings, additional fixtures shall be furnished in the

quantities listed below, and installed in locations as directed by the engineer. Fixtures not installed shall be given to the owner for use as spares. Additional fixtures shall match those installed in every way.

1. Emergency lights – 2% of the number of fixtures shown on the lighting plans.
2. Exit Signs – 2% of the number of fixtures shown on the lighting plans.

PART THREE - EXECUTION:

3.01 INSTALLATION

- A. For installations in which occupancy sensors are specified, the following shall apply.
 1. Upon completion of the installation, the system shall be completely commissioned by the manufacturer's factory authorized technician who will verify all adjustments and sensor placement to ensure a trouble-free occupancy-based lighting control system. Labor and materials necessary to adjust the sensor locations shall be by the electrical contractor.
 2. The commissioning shall be scheduled prior to occupancy but after mechanical units are in operation and, whenever possible, after furniture has been installed. The electrical contractor shall provide both the manufacturer and the electrical engineer with ten working days written notice of the desired commissioning date.
 3. At the time of the system commissioning, the factory authorized technician shall provide the proper training to the owner's personnel in the adjustment and maintenance of the sensors.
- B. Connect recessed lighting fixtures to outlet boxes by means of a 6 foot piece of flexible metal conduit, 1/2 inches minimum. Branch circuit shall be routed to tap box above fixture with flexible metal conduit down to fixture. Routing from fixture end to fixture end will not be accepted. Boxes above fixtures shall be no more than 24" above the fixture. Whips shall not be resting on the ceiling tiles or ceiling grid. Support wires used to keep whips off the grid or tiles shall be orange in color.
- C. Recess mounted fluorescent fixtures shall be supported independently from building structure. Fixtures shall not utilize ceiling system for support. Provide four (4) supports per fixture. Contractor may use chain or 9 gauge galvanized hanger wire.
- D. Electrical contractor shall clean all light fixture lenses and replace any spent lamps prior to substantial completion. Labor and materials shall be the responsibility of the electrical contractor.
- E. Where wall mounted emergency lights are used, the electrical contractor shall furnish and install phenolic label on each emergency light. The label shall have a unique number to identify the emergency light to facilitate maintenance record keeping.

3.02 LABELING

- A. Electrical contractor shall furnish and install unique numeric label on each wall mounted emergency light unit to facilitate maintenance and record keeping of the unit. Labels shall be phenolic and comply with the nameplate requirements of the general completion specifications.

3.03 WARRANTY:

- A. All fixtures and ballasts shall be warranted for 1 year from the date of substantial completion. During this period, the electrical contractor shall furnish labor and materials necessary to replace failed fixtures.
- B. All lamps with a published average rated life in excess of 10,000 hours shall be included in the warranty requirements of section 3.02 A.

END OF SECTION 16510

SECTION 16890 - VIBRATION AND SEISMIC CONTROL

PART ONE - GENERAL:

- 1.01 All vibration isolation and seismic control materials specified herein shall be provided by a single manufacturer to assure single responsibility for their proper performance. Installation of all vibration and seismic control materials specified herein shall be accomplished following the manufacturer's written instructions.
- 1.02 The Contractor shall furnish a complete set of shop drawings and other necessary information, of all electrical equipment to receive vibration isolation and seismic devices, to the vibration isolation and seismic control materials manufacturer. The information to be furnished shall include operating weight of the equipment to be isolated, distribution of weight to support points and dynamic characteristics along with any internal isolation systems to be analyzed. The Contractor shall also furnish a complete layout of raceways to be isolated, including vertical risers, showing size or weight and support points of the system, to the vibration isolation and seismic control materials manufacturer, for selection and layout of mountings.
- 1.03 The vibration and seismic control materials manufacturer shall use the above listed information to design a complete system of vibration and seismic mounts in accordance with the contract documents along with the International Building Code Section, and SMACNA "Seismic Restraint Manual". The vibration and seismic control materials Contractor shall analyze all "multiple degree of freedom" systems, and provide properly designed isolation systems avoiding all resonance frequencies. To accomplish this, the vibration and seismic control materials supplier shall employ an Engineer registered in the State of South Carolina to design all isolation and restraint systems and prepare a complete set of calculations and shop drawing submittals with his professional Engineer's seal certifying that the design meets all requirements of these contract documents. A seismic design "errors and omissions" insurance certificate must accompany submittals from the vibration and seismic Engineer. Manufacturer's product liability insurance certificates are not acceptable.
- 1.04 The vibration and seismic control Engineer or his designated representative shall inspect the project upon completion of the applicable work and provide written certification that the installation is in compliance with the approved shop drawing submittals. This certification shall also bear the professional Engineer's seal and shall become part of the contract closeout documents. All seals shall be signed and dated appropriately.
- 1.05 Vibration and seismic control systems shall be provided by Vibration Mounting and Controls, Mason Industries, or Consolidated Kinetics.

PART TWO - PRODUCTS AND EXECUTION:

2.01 VIBRATION ISOLATION:

- A. Electrical equipment so designated shall receive external vibration isolation. Internal component isolation of equipment shall not be considered equivalent, but shall be considered when analyzing systems with multiple degrees of freedom.
- B. Vibration isolators shall be selected based upon known operating weight distributions and dynamic characteristics of the isolated equipment, with the quantity and location as required by the component drawing. Isolator type shall be tabulated for each isolated piece of equipment. Complete calculations of vibration analysis shall be included with submittals, including but not limited to fundamental and harmonic frequencies.

- C. Isolators shall have either known non-deflected heights of spring element or calibration markings so that, after adjustment, when carrying their load, the deflection under load can be verified to determine if the load is within the proper range of the isolator and if the correct degree of vibration isolation is being provided.
- D. Isolators shall function in the linear portion of the load versus deflection curve. Theoretical vertical natural frequency shall not differ from the design objectives by more than + 10%.
- E. Spring mounts shall have seismic housings as required by Paragraph 2.02.
- F. Isolation of equipment shall be as follows:
 - 1. Emergency generator as noted shall be mounted on a rigid structural steel base. The equipment including the base shall be mounted on vibration isolators. Base shall be VMC Type WFB.

2.02 SEISMIC CONTROL:

- A. All electrical panels, generators, dry type transformers, switch gear, cable trays, busways, and light fixtures shall be provided with seismic restraints in accordance with the International Building Code requirements, as a minimum.
 - 1. All equipment isolated or not, shall be bolted to the structure to allow for seismic acceleration with no failure or displacement. All connections shall be positive bolted type; no friction clamps of any kind are allowed.
 - 2. Provide cable and connection sets for suspended equipment at each of four corners secured to the building structure.
 - 3. Floor mounted equipment shall be provided with seismically housed springs or springs with seismic snubbers as determined by the equipment to be isolated
 - 4. Bridging between steel joist framing shall not be used to secure seismic restraints.

END OF SECTION 16890