

BID DOCUMENTS
FOR
WATER TREATMENT PLANT
WASH WATER PUMP & PIPING REPLACEMENT
DWRF Project #7457-01
OHM Project No. 0020-19-0040



CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867

December 16, 2019



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NOTICE TO BIDDERS

WTP WASH WATER PUMP & PIPING REPLACEMENT, DWRP #7457-01 FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the **WTP Wash Water Pump & Piping Replacement, DWRP #7457-01 Bid** and should be addressed to: **Bid Coordinator, City of Owosso, 301 W. Main Street, Owosso, Michigan 48867.**

The Project consists of demolition of one wash water pump and replacement with two new variable frequency driven pumps, magnetic flow meter, piping, valves; filter head loss instrumentation; new pressure reducing valve on the high service piping for temporary backwashing of the filters; and removal and replacement of a section of high service piping. Mechanical and electrical improvements related to the Project will be provided.

The project will be financed through the State Revolving Loan Program and requirements for that program will be enforced including but not limited to Davis-Bacon wage rates, DBE and Buy American Iron and Steel (AIS). The project will be partially financed with federal funding and all requirements of the funding must be met.

Bids will be accepted until **3:00 p.m. Thursday, January 16, 2020** for the **WTP Wash Water Pump & Piping Replacement, DWRP #7457-01** at which time bids will be publicly opened and read aloud.

A mandatory pre-bid conference will be held at 11:00 A.M. local time on December 19, 2019 at the City of Owosso Water Treatment Plant, 1111 Allendale, Owosso, MI 48867. Bidders that fail to attend will be unable to bid on the project.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

Bid must be accompanied by bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price (determined by adding the base bid and all alternates) in the form of a certified check, bank money order, or a Bid Bond.

The bidder agrees that if the city accepts their proposal, the bidder will, within 120 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the lump sum named in the bid proposal and will furnish the surety for performance and payment, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

WTP WASH WATER PUMP & PIPING REPLACEMENT, DWRP #7457-01

Copies of the proposal, contract forms and specifications will be available after 3 pm on December 16, 2019. Hard copies may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents will be available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No on site work can begin before September 1, 2020 and all work is to be completed by March 31, 2021.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or by e-mail to jennifer.drinan@ohm-advisors.com and matt.kennedy@ohm-advisors.com

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. A Bid must be accompanied by Bid security made payable to the City of Owosso in an amount of five (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting in the requirements of the General Conditions

11. The following items must be included with the bid response:

- a. Vendor Bid Proposal
- b. Local Preference Affidavit
- c. W-9 Request for Taxpayer ID No. and Certification
- d. Signature Page & Legal Status/ Acknowledgement of Addendum(s)
- e. Insurance Endorsement
- f. Section 00 43 13 Bid Bond
- g. Section 00 44 36 Subcontractor, Supplier Listing
- h. Section 00 45 10 Qualifications Statement
- i. DWRP requirements
 - i. Section 00 45 14 Iran Linked Business Certification
 - ii. Disadvantaged Business Enterprise Worksheets
 - iii. Debarment/Suspension Certification
 - iv. Davis-Bacon/Prevailing Wages
 - v. American Iron and Steel Requirements

BID Proposal

WTP WASH WATER PUMP & PIPING REPLACEMENT, DWRP #7457-01

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the Bidding Documents and any data and reference items identified in the Bidding Documents and hereby acknowledges receipt of the following Addenda:

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

does hereby offer to the City the following prices to wit:

Item	Description	Quantity	Unit	Bid Price
1	The Project consists of demolition of one wash water pump and replacement with two new variable frequency driven pumps, magnetic flow meter, piping, valves; filter loss of head instrumentation; new pressure reducing valve on the high service piping for temporary backwashing of the filters; and removal and replacement of a section of high service piping. Mechanical and electrical improvements related to the Project will be provided.	1	LS	

Bidder's Initial _____

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of \$1,500.00 a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the city accepts this proposal, Contractor will, within 120 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor,

equipment and tools necessary to execute the work at the unit prices named in the bid proposal. Contractor will furnish the surety for performance and payment, for 100% of this bid, which shall be accepted and approved by the city.

The undersigned agrees that if the city accepts this proposal, Contractor will start this project no sooner than May 1, 2020 and will substantially complete the entire work under this contract by March 31, 2021.

On behalf of _____, I hereby submit this proposal **WTP Wash Water Pump & Piping Replacement, DWRP #7457-01** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

Witness:

_____ By/s/

Business Address

Signature

Printed Name

Title

Telephone Number

E-Mail Address

CITY OF OWOSSO CONTRACT CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. BONDS

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts stated in the bid documents, shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

12. PROPOSAL GUARANTEE

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

13. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

14. INSURANCE AND HOLD HARMLESS

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Owosso. The requirements below should not be interpreted to limit the liability of Contractor. All deductibles and SIR's are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of

liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage.

- e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso shall be listed as additional insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.
- f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: The City of Owosso, Cheryl Grice, Finance Director, 301 W Main Owosso MI 48867.
- g. Proof of Insurance Coverage: Contractor shall provide the City of Owosso at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- h. Builder's Risk Insurance Coverage equal to amount of this contract.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Owosso at least ten (10) days prior to the expiration date

15. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

16. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

17. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand final estimates or payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

18. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

19. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

20. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

21. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

22. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

23. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

24. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

25. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to

defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

26. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates.

27. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

28. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

29. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

WTP WASH WATER PUMP & PIPING REPLACEMENT, DWRF #7457-01

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Explosion, Collapse and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Owners’ and Contractor Protective Liability:** The Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractor’s Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the “Named Insured” on said coverage
5. **Builder’s Risk Insurance Coverage:** The Contractor shall procure and maintain during the life of this contract, a separate Builder’s Risk Insurance Policy with coverage equal to amount of this contract. The City of Owosso shall be the “Named Insured” on said coverage.
6. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all

employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

7. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

8. Proof of Insurance Coverage: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

SECTION 00 43 13 - BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

City of Owosso
301 W. Main Street
Owosso, Michigan 48867

BID

Bid Due Date: January 16, 2020

Description: City of Owosso, Water Treatment Plant, 301 W. Main Street, Owosso, Michigan 48867. Project consists of demolition of one wash water pump and replacement with two new VFD powered wash water pumps associated piping, valves, instrumentation; installation of filter bypass piping and valves to facilitate construction of the wash water pumps; and replacement of a portion of high service piping. Mechanical and electrical improvements related to the Project will be provided.

BOND

Bond Number:

Date:

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

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

BIDDER _____ (Seal) SURETY _____ (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

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

_____ Print Name _____ Print Name

_____ Title _____ Title

Attest: _____ Attest: _____
Signature Signature

_____ Title _____ Title

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

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

SECTION 00 44 36 – SUBCONTRACTOR, SUPPLIER LISTING

Bidder submits to use the following subcontractors and/or suppliers for performance of the work in accordance with Article 12 of the Instructions to Bidders. This form will be submitted to the Engineer within 24 hours of the Bid Opening date and time from the lowest three (3) Bidders. Failure to supply this information may be cause for rejection of Bid.

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: _____
2. Painting Work: _____
3. Mechanical/Process/Plumbing Work: _____
4. Electrical Work: _____
5. I&C Work: Work: _____

B. The following manufacturers shall execute subcontracts for the supply of the proposed major equipment components of the Work indicated:

1. Centrifugal Pump Equipment Manufacturer: _____
2. Variable Frequency Drive Manufacturer: _____
3. Check Valve Manufacturer: _____
4. PRV Valve Manufacturer: _____
5. Butterfly Valve Manufacturer: _____
6. Magnetic Flow Meter Manufacturer: _____

SECTION 00 45 10 - QUALIFICATIONS STATEMENT

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

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner: _____

Project Name: _____

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

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

11. CONSTRUCTION EXPERIENCE:

Current Experience:

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

Previous Experience:

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

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

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

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

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

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

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

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

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

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

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

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

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

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

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

SCHEDULE A

CURRENT EXPERIENCE

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

SCHEDULE B

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

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

SCHEDULE B

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

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

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

SECTION 00 45 14 - IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Ypsilanti Community Utilities Authority shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with City of Owosso. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____ day of _____ ,

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

- (A) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) "Investment" means 1 or more of the following:
- i. A commitment or contribution of funds or property.
 - ii. A loan or other extension of credit.
 - iii. The entry into or renewal of a contract for goods or services.
- (C) "Investment activity" means 1 or more of the following:
- i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) "Iran" means any agency or instrumentality of Iran.
- (E) "Iran linked business" means either of the following:
- i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) "Person" means any of the following:
- i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements***
- **Debarment/Suspension Certification***

*** Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

Davis-Bacon/Prevailing Federal Wage Rates

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

"General Decision Number: MI20190151 10/25/2019

Superseded General Decision Number: MI20180151

State: Michigan

Construction Type: Building

County: Shiawassee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	07/05/2019
2	08/09/2019
3	08/16/2019
4	08/30/2019
5	09/20/2019
6	10/25/2019

ASBE0047-005 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.82	17.88

BOIL0169-002 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

* BRMI0009-011 08/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 33.23	21.28
PLASTERER.....	\$ 30.34	18.63
TILE SETTER.....	\$ 29.93	18.02

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-011 06/01/2019

	Rates	Fringes
CARPENTER (Excluding Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, and Soft Floor Layer - Carpet).....	\$ 26.61	21.54

CARP0706-024 06/01/2019

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 27.21	21.54

CARP1102-003 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 34.50	32.65

ENGI0324-022 06/01/2019

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.58	24.35
GROUP 2.....	\$ 36.28	24.35
GROUP 3.....	\$ 33.63	24.35
GROUP 4.....	\$ 31.92	24.35
GROUP 5.....	\$ 26.06	24.35
GROUP 6.....	\$ 23.58	24.35

Crane operator with main boom and jib 300' or longer: \$1.50
per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00
per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Crane; Loader; Paver; Scraper; Stiff Leg Derrick

GROUP 4: Bobcat/Skid Loader; Fork Truck (over 20' lift)

GROUP 5: Fork Truck (20' lift and under for masonry work)

GROUP 6: Oiler

IRON0025-009 06/01/2018

	Rates	Fringes
IRONWORKER, STRUCTURAL (Metal Building Erection Only).....	\$ 35.52	28.65

IRON0025-010 06/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 29.48	27.74
IRONWORKER, STRUCTURAL.....	\$ 35.52	28.65

LAB01075-012 06/01/2019

	Rates	Fringes
LABORER Common or General; Mason Tender - Brick; Mason Tender - Cement/Concrete; Pipelayer; and Sandblaster..	\$ 23.00	13.66

PAIN1052-001 06/01/2018

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 24.40	12.95
Spray.....	\$ 25.75	12.95

PAIN1052-004 06/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 26.07	13.50
Hand work.....	\$ 26.07	13.50
Machine work.....	\$ 26.07	13.50

PLAS0016-013 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLUM0370-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation & Excludes HVAC System Installation).....		
	\$ 37.81	20.60
PLUMBER (Excludes HVAC Pipe & System Installation).....		
	\$ 37.81	20.60

SFMI0669-003 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....		
	\$ 35.62	21.97

SHEE0007-011 05/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct & System Installation).....	\$ 30.64	22.76

SUMI2011-076 02/14/2011

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 19.59	7.57
GLAZIER.....	\$ 16.95	4.74
LABORER: Landscape & Irrigation.....	\$ 12.84	0.00
OPERATOR: Bulldozer.....	\$ 22.34	1.22
OPERATOR: Grader/Blade.....	\$ 24.04	6.03
OPERATOR: Roller.....	\$ 28.02	7.07
OPERATOR: Tractor.....	\$ 19.60	7.31
ROOFER.....	\$ 15.73	7.41
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 15.65	3.12
TRUCK DRIVER: Flatbed Truck.....	\$ 16.80	3.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees--(i) Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Disadvantaged Business Enterprises (DBE)

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Arrange time-frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.
3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the Revolving Loan website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

Debarment Certification

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

Attachment 1

**Disadvantaged Business Enterprise (DBE) Utilization
GOOD FAITH EFFORTS WORKSHEET**

**Michigan Department of Environmental Quality
Office of Drinking Water and Municipal Assistance– Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: _____

Subcontract Area of Work (one per worksheet): _____

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Rev.3-2015

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality
Office of Drinking Water and Municipal Assistance– Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and www.sam.gov registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.
4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
 - Follow-up e-mails, faxes, or letters.
 - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Rev. 3-2015

Attachment 2

***Certification Regarding
Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

Attachment 3

***Frequently Asked Questions About
Disadvantaged Business Enterprise (DBE) Solicitation***

Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet form and how is it to be completed?

A: This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?

A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?

A: Applications for certification under MDOT can be found at <http://mdotiboss.state.mi.us/UCP/LearnHowServlet>.

Applications for certification under EPA can be found on EPA's Small Business Programs website at http://www.epa.gov/osbp/dbe_firm.htm under Certification Forms.

Q: If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?

A: No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. **There is no required DBE participation percentage contract goal for the SRF/DWRF.** However, if the SRF/DWRF project is part of a joint project with MDOT, the project can be excluded from SRF/DWRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

Q: Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?

A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

Q: Does EPA form 6100-2 need to be provided at the pre-bid meeting?

A: Yes. The form must be made available at the pre-bid meeting.

Q: What kinds of documentation should a contractor provide to document solicitation efforts?

A: Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

Q: How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?

A: Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

Q: How does a contractor locate certified DBEs?

A: The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdotjboss.state.mi.us/UCP/>. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at www.sam.gov. SAM contains information from the former Central Contractor Registration (CCR) database.

Q: If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?

A: The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

Q: In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?

A: While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

Q: If the prime contractor is a DBE, does he have to solicit DBE subcontractors?

A: Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.

Q: If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?

A: Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

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

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

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

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

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

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

SECTION 00 45 17 - AMERICAN IRON AND STEEL CONTRACT LANGUAGE

The Contractor acknowledges to and for the benefit of the City of Owosso ("Purchaser") and the Michigan Department of Environment, Great Lakes and Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

SECTION 00 51 00 - NOTICE OF AWARD

Date of Issuance:

Owner:	City of Owosso	Owner's Grant No.:	DWRF #7457-01
Engineer:	OHM Advisors	Engineer's Project No.:	0020-19-0040
Project:	WTP Wash Water Pump and Piping Replacement	Contract Name:	WTP Wash Water Pump and Piping Replacement

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that City of Owosso has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WTP Wash Water Pump and Piping Replacement

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

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

1. Deliver to Owner the following documents:
 - a. Performance and Payment Bonds.
 - b. Certificate of Insurance naming OHM Advisors and Owner as additional insured.
 - c. Cost Breakdown and Drawn Schedule
 - d. Construction Schedule.
 - e. List of Suppliers and Subcontractors.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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SECTION 00 52 00 - AGREEMENT

THIS AGREEMENT is by and between City of Owosso (“Owner”) and

 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **WTP Wash Water Pump & Piping Replacement, DWRP Project #7457-01.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by OHM Advisors.

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. It is the intent of this project that the Work be substantially completed on or before March 31, 2021. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before April 30, 2021.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. BASE BID PRICE \$ _____ (\$ _____).

(use words)
(figures)
 - B. All specific cash allowances are included in the above price accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly schedule during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. The percent of retainage, and duration that retainage is withheld, will be in accordance with Michigan Public Acts of 1980, Act No. 524 and applicable laws and regulations.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the prevailing passbook savings rate at the time of contract execution.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to the existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. General Conditions (pages i to 67, inclusive).
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers █ to █, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - b. DWRP State Revolving Fund Paperwork
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Contractor's Covenant*

- A. The contractor and any subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race,

color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

10.07 Other Provisions

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

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

This Agreement will be effective on [REDACTED] (which is the Effective Date of the Contract).

OWNER: CITY OF OWOSSO

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Owosso

License No.: _____

(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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SECTION 00 55 00 - NOTICE TO PROCEED

Owner: City of Owosso Owner's Grant No.: DWRP #7457-01
Contractor: Contractor's Project No.:
Engineer: OHM Advisors Engineer's Project No.: 0020-19-0040
Project: WTP Wash Water Pump & Piping Replacement Contract Name: WTP Wash Water Pump & Piping Replacement
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 2020]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **March 31, 2021**, and the date of readiness for final payment is **April 30, 2021**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Owosso

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

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SECTION 00 61 13 - PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

City of Owosso
301 W. Main Street
Owosso, Michigan 48867

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description (name and location):

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

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

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

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

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

7.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages

caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

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SECTION 00 61 14 - PAYMENT BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after

the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:

SECTION 00 65 16 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Owosso	Owner's Grant No.:	DWRF#7457-01
Contractor:		Contractor's Project No.:	
Engineer:	OHM Advisors	Engineer's Project No.:	0020-19-0040
Project:	WTP Wash Water Pump & Piping Replacement	Contract Name:	WTP Wash Water Pump & Piping Replacement

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

- All Work The following specified portions of the Work:

Date of Substantial Completion

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

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

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

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

EXECUTED BY ENGINEER:

By: _____
(Authorized signature)

Title: _____

Date: _____

RECEIVED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

RECEIVED:

By: _____
Contractor (Authorized Signature)

Title: _____

Date: _____

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SECTION 00 70 00 - STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

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

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.02 *Terminology*

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or

make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

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

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the

costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
 - E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
 - F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
 - G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
 - H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
 - I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

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

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

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

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

6.06 *Waiver of Rights*

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

insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

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

6.07 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests

- for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that

the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other

than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

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

8.02 Coordination

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

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and

other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Project Representative*

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

limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

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

will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after

such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

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

11.07 Execution of Change Orders

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

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

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

13.01 Cost of the Work

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

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

Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 Progress Payments

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

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the

- accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- I. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and

will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice

to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

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

16.04 Contractor May Stop Work or Terminate

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

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

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

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

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

END OF SECTION 00 70 00

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SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

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

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary General Conditions is the same as the address system in the General Conditions; with the prefix “SC” added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A. Defined Terms

Delete the period at the end of paragraph 1.01.A and add the following language:

; except where the terms “Architect,” “Engineer,” and “Contractor” are preceded by an adjective, the term shall then be understood to refer to the entity described by the combination of the two words.

SC-1.01.A.8. *Change Order*

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

The Change Order form to be used on this Project is EJCDC C-941. Owner approval is required before Change Orders are effective.

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

The term “Work Change Directive” shall be understood to refer to a “Work Order”. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49. Add the following new Paragraph after Paragraph 1.01.A.48:

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

50. Architect – The individual or entity named as Architect or Engineer in the Agreement

51. General Contractor – The Contractor as defined in Paragraph 1.01.A.16.

52. Manufacturer – An individual or entity that manufactures, assembles or fabricates products.

53. Products – Systems, materials, manufactured units, equipment, components and accessories used in the Work.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Add the following language at the end of the last sentence of Paragraph 2.01.A:

Contractor shall not start any work at the Site prior to Contractor delivering the required certificates and other evidence of insurance and also Owner issuing a Notice to Proceed.

SC-2.01 Evidence of Contractor's Insurance

Add the following language at the end of the last sentence of Paragraph 2.01.B:

Facsimile, telegraphic, oral or other electronically transmitted Bond will not be considered. Attorneys-in-fact who execute the Bonds on behalf of the Surety shall affix to each Bond a certified and current copy of the power of attorney.

SC-2.01 Evidence of Owner's Insurance

Delete Paragraph 2.01.C in its entirety and insert the following in its place:

Evidence of Owner's Insurance: The Owner shall retain copies of insurance certificates as required by Article 6.

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

Engineer (Acting as Owner's agent) shall furnish to Contractor one set of Drawings and Project Manual in electronic portable document format. Hard copies will be furnished upon request at the cost of preparation, reproduction and shipping.

SC-2.03 Preliminary Schedules

Add the following language at the end of the last sentence of Paragraph 2.03.A.1:

; identifying the critical path for completing the Work, and identifying when all Subcontractors will be utilized, and taking into consideration any limitations on Working Hours;

SC-2.03 Delete Paragraph 2.03.A.3 in its entirety and insert the following in its place:

a preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. The schedule of values shall be broken out by trade and split between materials and labor. Prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.04 Add the following new paragraph immediately after paragraph 3.04.B:

Owner shall be entitled to deduct from the Contract Price amounts paid to Engineer for Engineer to evaluate and respond to Contractor's requests for information, where such information was available to Contractor from a careful study and comparison of the

Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Modify the third sentence to read: “In no event will the Contract Times commence to run later than the one hundred twentieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.”

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor’s Insurance

Delete in its entirety and replace with the following:

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Owosso. The requirements below should not be interpreted to limit the liability of Contractor. All deductibles and SIR’s are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker’s Compensation Insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Owners’ and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractor’s Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the “Named Insured” on said coverage.
- e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso shall be listed as additional insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.

- f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: The City of Owosso, Cheryl Grice, Finance Director, 301 W Main Owosso MI 48867.
- g. Proof of Insurance Coverage: Contractor shall provide the City of Owosso at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- h. Builder's Risk Insurance Coverage equal to amount of this contract.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Owosso at least ten (10) days prior to the expiration date.

SC-6.05 Property Insurance
Add the following language at the end of paragraph 6.05.A.1:

Additional insureds under this paragraph shall include the following:

- a. Orchard, Hiltz & McCliment, Inc.

Add the following language immediately after paragraph 6.05.A.2

and shall also include flood, start-up and testing, offsite storage, and boiler and machinery insurance;

Add the following new paragraph immediately after paragraph 6.05.A.13:

- 14. Be issued by an insurer who endorses the policy to reflect that, in the event of payment of any loss or damages, subrogation rights under these Contract Documents will be waived by the insurer with respect to claims against the Owner or Engineer.

SC-6.06 Waiver of Rights
Delete paragraph 6.06.B in its entirety.
Delete paragraph 6.06.C in its entirety

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.06 Add the following subsection P:

- P. Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) Calendar Days from the Contractor's receipt of payment from Owner. Contractor shall return retainage payments to each Subcontractor within 10 Calendar Days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Owner.

SC-7.08 Add the following language at the end of paragraph 7.08.A:

Additional provisions regarding permits and licenses are included in the General Requirements.

SC-7.08 Add the following paragraph immediately following paragraph 7.08.A:

B. The Contractor is responsible for obtaining all permits, including making all arrangements for inspection and payment of all governmental charges and inspection fees necessary for the commencement of Work as indicated by the following. Owner will assist with permit coordination when necessary; however, will not be responsible for any charges unless indicated below.

1. City of Owosso Building Department
 - a. Electrical
 - b. Plumbing
 - c. Contractor shall bear responsibility for preparing permit and supplemental info for permit as needed, obtaining and paying permit fees. Additionally, bonds and insurance as required by the City will be Contractor's responsibility.

SC-7.10 Delete the last sentence of paragraph 7.10

SC-7.13 Add the following language to the end of paragraph 7.13.A:

At a minimum, the safety representative will be certified in personal protective equipment, hazard communication, demolition and blasting, excavation, hand and power tools, welding and cutting, cranes, derricks, hoists, conveyors, scaffolding, confined space, CPR and first aid.

Add the following subsection B:

In the event there is an accident involving injury to any individual or damage to any property on or near the Work, Contractor shall provide to Owner and Engineer verbal notification within one hour and written notification within twenty-four hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner and Engineer, within forty-eight hours of the event.

SC-7.17 Add the following new paragraph immediately after Paragraph 7.17.A:

The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of one (1) year from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the Contractor, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner, and Contractor shall execute, in favor of the Owner the attached Maintenance and Guarantee Bond. When specifications call for a guarantee period greater than one (1) year, Contractor shall provide such longer guarantee period.

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

SC-11.01 Add the following new paragraph 4 after 11.01 A.3:

City of Owosso

WTP Wash Water Pump & Piping Replacement, DWRP Project #7457-01
OHM Project #0020-19-0040

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4. upon receipt of a change order, Contractor shall promptly proceed with the change in the Work involved.

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

- SC-13.03 Add the following paragraph immediately after paragraph 13.03.E.1:
2. Contractor's overhead, profit, and related costs for products and equipment order by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum.
- SC-13.03 Delete paragraph 13.03.E.1 in its entirety and insert the following in its place:
1. the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement;

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

- SC-15.01. Add the following paragraph immediately after paragraph 15.01.B.3:
4. Contractor shall indicate on the Application for Payment the amounts which are due to Owner from Contractor in accordance with the Contract Documents and which amounts Owner may deduct from the progress payment
- SC-15.01.D Delete paragraph 15.01.D.1 and replace with the following:
1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 15.01.C) become due, and when due will be paid by Owner to Contractor.
- SC-15.01.C Add the following new paragraphs immediately after 15.01.C.6.e:
- f. Contractor has incurred liability for other costs in accordance with Contract Documents
 - g. Contractor's failure to maintain record documents in accordance with paragraph 7.11.

ARTICLE 16– SUSPENSION OF WORK AND TERMINATION

- SC-16.04 Modify paragraph 16.04.B by deleting the phrase "Owner has failed for 30 days to pay Contractor any sum finally determined to be due." and replace with "Owner fails for 60 days to pay Contractor any sum finally determined to be due."

ARTICLE 18 – MISCELLANEOUS

- SC-18.09 Add article 18.09:

SC-18.09 – Owner's Right to Audit:

- A. Records means all records generated by or on behalf of Contractor and each Subcontractor and Supplier of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract,

including, without limitation: accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates and estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; lump sum agreements between Contractor and any Subcontractor or Supplier; records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and any other Contractor record that may substantiate any charge related to this Contract.

- B. Contractor shall allow Owner's agent or its authorized representative to inspect, audit, or reproduce, or all three, all Records generated by or on behalf of Contractor and each Subcontractor and Supplier, upon Owner's written request. Further, Contractor shall allow Owner's agent or authorized representative to interview any of Contractor's employees, all Subcontractors and all Suppliers, and all their respective employees.
- C. Contractor shall retain all its Records and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that Owner has brought to the attention of Contractor are resolved, or longer if required by law, whichever is longer. Owner's right to inspect, audit, or reproduce Records, or interview employees of Contractor or its respective Subcontractors or Suppliers exists during this Contract, and for three years after final payment, until all audit and litigation matters that Owner has brought to Contractor's attention are resolved, or longer if required by law, whichever is longer, and at no cost to Owner, either from Contractor or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- D. Contractor must provide sufficient and accessible facilities during its normal business hours for Owner to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- E. Contractor shall insert these requirements in each written contract between Contractor and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

SC-18.10 Add paragraph 18.10:

SC-18.10 – Liquidated Damages

- A. If the Contractor fails to Substantially Complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor is in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the Contractor's progress payments and/or retained amount.
- B. The Contractor will not be charged with liquidated damages or any excess cost when the delay in Substantial Completion of the Work is due to the following and the Contractor has given written notice of such delay within seven (7) calendar days to the Owner or Engineer.
 - 1. To any preference, priority or allocation order duly issued by the Owner;

2. To unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather and;
3. To any delays of Subcontractors occasioned by any of the causes specified in Items A and B of this Article.

END OF SECTION 00 73 00

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Suggested sequence of work
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: WTP Wash Water Pump & Piping Replacement, DWRP #7457-01.

1. Project Location: Main Water Treatment Plant, 1111 Allendale, Owosso, MI 48867

B. Owner: City of Owosso, 301 W Main St, Owosso, MI 48867

1. Owner's Representative: Glenn Chinavare.

C. Engineer: OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150. Phone Number: 734.522.6711

1. Engineer's Representative: Matt Kennedy, Engineer, Phone Number: 734.466.4432

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Provide and install pressure control valve
2. Remove existing wash water pump and select piping
3. Provide two wash water pumps with variable frequency drives and all associated piping, valves, power, and controls
4. Provide loss of head instrumentation and ancillary mechanical and electrical items for a complete operating system on the existing four filters
5. Remove and replace high-service piping in subbasement.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 SITE SAFETY CONDITIONS

- ##### A. The proposed work is at the City of Owosso Water Treatment Plant within below-grade structures or with pipes that have been or are actively providing potable water. Given the nature of the treatment process including the addition of chemicals to aid filtration, disinfection and/or fluoride; conditions may be hazardous and can change continuously throughout the construction process.

- B. Contractor shall be responsible for identifying and instituting safety protocols conforming to all applicable OSHA, MIOSHA and City of Owosso standards and implementing them for the duration of the Work.
- C. Safety protocols may include, but are not limited to confined space entry, monitoring and ventilation of confined spaces, lockout and tag-out procedures, open flame standards, and a general safe working environment.
- D. Contractor shall provide written documentation of proposed safety protocols for each area of Work including an emergency response plan when all hazardous or confined space work is being performed.

1.5 ACCESS TO SITE

- A. General: Contractor shall have partial use of Project site for construction operations during construction period. Contractor's use of Project site is limited to the Main Water Treatment Building, access and staging areas approved by Owner. Additional restrictions are outlined in section 01 50 00 TEMPORARY FACILITIES AND CONTROLS.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Contractor shall not operate heavy equipment on the Project Site without permission from the Engineer, Owner, and authority having jurisdiction. This is due to limits in bearing capacity of multiple subsurface structures on the site.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations. Shut downs or requests for removing equipment from service shall be submitted in writing at least one (1) week ahead of the requested date. The Owner shall approve of request. Engineer shall be copied on communications.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 7 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Exceptions: Work requiring entire plant shutdowns must occur during nights and/or weekends. This includes:
 - a. Installation of valve on wash water suction piping in subbasement [MAXIMUM ALLOWABLE TIME FOR A PROCESS SHUTDOWN IS 12 HOURS; MULTIPLE SHUTDOWNS MAY BE NECESSARY]

- b. Electrical Panel DP2 shutdown required for installation of VFD breakers, conduit, and conductors. [MAXIMUM ALLOWABLE TIME FOR A COMPLETE ELECTRICAL SHUTDOWN IS 4 HOURS; MULTIPLE SHUTDOWNS MAY BE NECESSARY]
- C. Owner's Restroom and Locker Facilities: These facilities are for the Owner's use only and Contractor will not have use of these amenities. Contractor shall provide onsite sanitary facilities during the construction period for own personnel.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer and Owner not less than 72 hours in advance of proposed utility interruptions.
 - 2. Obtain Engineer's and Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Engineer and Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Engineer and Owner written permission before proceeding with disruptive operations.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Equipment Restrictions:
 - 1. The WTP Filter units will remain fully operational throughout the Work.
 - 2. No work requiring the shut down of the operation of the WTP shall begin prior to **September 1, 2020**, unless approved by the Owner.
 - 3. All electrical equipment including the Filter Panels and all items in the electrical room shall be protected from demolition and construction activities, dust, water and potential damage.

1.8 SUGGESTED SEQUENCE OF WORK

- A. In general, it is the intention and understanding that the Contractor shall have control over the sequence and order of execution of the Work to be done under the Contract and over the method(s) accomplishing the results. Engineer may make such reasonable requirements as necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, Contractor shall conform.
- B. Operation of the wash water pumps and the high service piping are essential for the operation of the water treatment plant and therefore downtime of the system shall be limited. Three separate plant shutdowns are detailed in this section; however, the Contractor should coordinate critical tasks to occur with fewer plant shutdowns, when possible.
 - 1. Prior to removing the wash water pump from service, the following items shall be completed:
 - a. Submittal and approval of the Contractor's construction schedule; clearly identifying the time needed for the two tasks requiring plant shutdowns.
 - b. Shop drawing submittal, approval of the wash water supply pumps and VFDs, wash water flow meter, valves, piping modifications and ancillary equipment.
 - c. Delivery of all equipment and materials associated with the pressure reducing valve and filter wash water system.

- d. Installation and commissioning of pressure reducing valve on high pressure filter backwash line, plus a two-week proof period.
2. Material Staging
 - a. Moving piping and equipment into basement is limited. Contractor to determine the preferred method of moving equipment into lower level of water treatment plant
 - 1) The bridge crane in the high-service pump room is out-of-service and unsafe for use on this project.
 - 2) A floor opening in the electrical room on the main floor can be used to lower materials and equipment to the lower level (clear opening is 3'-6" x 4'-0").
 - 3) An out-of-service elevator shaft is available for the Contractor to move items from the rear loading dock to the compressor room. There is no elevator car in the shaft. Hoist beams at the top of the shaft are still in place; however, the Contractor will be required to inspect and provide stamped engineering calculations to use this method of moving equipment.
 - 4) Contractor may elect to temporarily remove a window panel in the high-service pump room to move pumps and other materials into the lower level. Temporary openings shall be restored to original condition after use.
 - 5) Alternate means of moving equipment into the building are subject to approval by Engineer and Owner.
 3. Pressure Reducing Valve Installation on high pressure filter backwash
 - 1) Clean and disinfect piping prior to installation.
 - 2) Install valves and piping, test for leaks
 - 3) Commission valve
 - 4) Allow 2-week proof period for PRV prior to removal of existing wash water pump from service.
 4. Filter Wash Water Pump and Piping Removal
 - a. **PLANT SHUTDOWN (Flow only):** Maximum allowable time for a process shutdown is 12 hours; multiple shutdowns may be necessary. Contractor shall submit a request to shutdown the entire water treatment plant to install new elbow, valve BV-07 and temporary blind flange on wash water suction piping in subbasement
 - 1) Owner will assist contractor in isolating the piping at the filter effluent, at the connection to the underground reservoir and suction wells, and at the chemical feed pumps.
 - 2) Drain line.
 - 3) Remove existing suction piping in subbasement.
 - 4) Clean and disinfect piping prior to installation.
 - 5) Install new subbasement piping and BV-07, test for leaks, return to service
 - b. After plant is returned to service, proceed with removal of remainder of piping, pump, concrete equipment pad, electrical motor starter, conduit.
 5. Filter Loss of Head Pressure Transmitter Installation
 - a. Only two (2) filters may be taken out of service at a time for concrete coring and installation of piping.
 - b. Core penetrations in filter walls, tap existing pipes, install piping.
 - c. Install devices, electrical connections in pipe gallery and enclosures in filter gallery.
 6. VFD Installation and Connection to Electrical Panel DP-2
 - a. Mount new VFDs and install conduit up to panel DP-2
 - b. **PLANT SHUTDOWN (Flow and Power):** Maximum allowable time for a complete electrical shutdown is 4 hours; multiple shutdowns may be necessary. Contractor shall submit a request to shutdown the entire water treatment and lockout both power feeds and emergency generator to complete work in DP-2.

- 1) Demo existing wash water pump breaker, then complete install of new breaker, connect conduit, and conductors from VFDs to DP-2. w
 - 2) Restore power to WTP.
7. Filter Wash Water Pump Installation
- a. Core new floor and wall penetrations
 - b. Repair unused floor penetration, repair floor, install equipment pads.
 - c. Set pumps
 - d. Clean and disinfect piping prior to installation.
 - e. Install piping and supports, test for leaks
 - f. Install local disconnect, conduit, and conductors
 - g. Install control pedestal in filter room, conduit, and control wires
 - h. Commission pumps, controls, and equipment
8. Subbasement high service discharge piping
- a. If utilizing floor door to move equipment in and out of subbasement, Contractor must protect existing propeller flow meter or remove the flow meter to provide a larger clear opening. The 16" high service discharge piping must be in service when the flow meter is removed.
 - 1) Contractor shall submit a request to shutdown the flow meter
 - 2) Owner to assist Contractor with flowmeter isolation
 - 3) Contractor to provide additional isolation in the event existing valves do not provide 100% isolation. Additional methods may include but are not limited to blind flanges or steel plates.
 - 4) Remove flow meter
 - 5) Use floor door to move materials into subbasement.
 - 6) Reinstall flow meter and return to service
 - 7) Owner to assist Contractor with discharge pipe isolation. Contractor to provide additional isolation in the event existing valves do not provide 100% isolation. Additional methods may include but are not limited to blind flanges or steel plates.
 - 8) Remove and replace 16" discharge piping and pipe support, disinfect, test for leaks
 - 9) Return piping to service
 - 10) Remove flow meter
 - 11) Use floor door to remove debris from subbasement
 - 12) Reinstall flow meter and return to service.
 - b. If Contractor chooses not to remove flow meter or to use the stair for moving materials instead:
 - 1) Owner to assist Contractor with isolation of piping to be replaced. Contractor to provide additional isolation in the event existing valves do not provide 100% isolation. Additional methods may include but are not limited to blind flanges or steel plates.
 - 2) Remove 16" discharge piping, remove debris from subbasement
 - 3) Move new materials into basement
 - 4) Install piping and valves, disinfect, test for leaks
 - 5) Return piping to service
9. Paint piping and equipment
10. Clean and demobilize.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Work Change Directive or Field Order.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue Field Orders, authorizing changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or forms acceptable to Engineer.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or a form acceptable to Engineer.

1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on a Change Order form provided by the Engineer.

1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of EJCDC Document C-620.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Engineer by the day of the month agreed upon with the Owner. The period covered by each Application for Payment is one month, ending on the agreed upon day of month.
- C. Contractor's Declaration Form: Each application shall be accompanied by a Contractor's Declaration on the form provided in the project manual.
- D. Application for Payment Forms: Use EJCDC Document C-620 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders, Work Change Directives and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
 5. Submit final application for payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- I. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.
 10. Releases from the public agencies from which permits have been obtained for Work under this agreement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project Web site.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design with 24 hours of receipt of bids. Use CSI Form 1.5A or similar. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

- D. Coordination with Owner and other contractors: The Owner, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this contract. Coordinate construction with all such projects that may be ongoing in the vicinity. Where the Contractor's work affects the operation of the Owner's utilities, coordinate work with the Owner. Contact Owner's representative. Give at least 48 hours of notice to the Owner in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, and similar items of work. No claim for extra compensation or adjustments in the contract prices will be allowed on account of delay or failure of others to complete the work scheduled.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show Engineerural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 14. Space for Engineer's response.
- C. RFI Forms: AIA Document G716 or soft-ware generated form with substantially the same content as indicated above, acceptable to Engineer.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each construction progress meeting. Use CSI Log Form 13.2B or similar form. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.

4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.

- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer's within seven days if Contractor disagrees with response.
1. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises
 - m. Use of existing building if Contractor will need access to a building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.

- z. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to

Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for preparing a combined Contractor's construction schedule.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.

E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work.
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 45 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work.

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events.
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Work Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for

Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Video Recordings: Submit video recordings within seven days of recording.
 - 1. Submit video recordings on CD-ROM or thumb drive or by uploading to web-based project software site. Include copy of key plan indicating each video's location and direction.
 - 2. Identification: With each submittal, provide the following information in file metadata tag or on web-based project software site depending on submittal method:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Transcript: Prepared on 8-1/2-by-11-inchpaper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.3 QUALITY ASSURANCE

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

1.4 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full

high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.

- B. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels
- C. Metadata: Record accurate date and time and GPS location data from camera.
- D. File Names: Name media files with date and sequential numbering suffix

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer.
- D. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Engineer.
 - 1. Flag construction limits before recording construction video recordings.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - 4. Show protection efforts by Contractor.
 - 5. Show existing conditions of the Water Treatment Plant, exterior parking and staging areas, building facade, interior conditions of high service pumping area, filter operating floor, electrical rooms, filter gallery, compressor room, sub-basement and other areas the Contractor plans to use for access or storage.
- E. Periodic Construction Photographs:
 - 1. Take a minimum of 10 photographs monthly, coinciding with the cutoff date associated with each Application for Payment for each major area of Work.
 - 2. Select vantage points to show status of construction and progress since last photographs were taken.
 - 3. Coordinate locations and vantage points with Engineer prior to each session
- F. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as Project Record Documents. Engineer will inform photographer of desired vantage points.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

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

1.3 SUBMITTALS SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 21 days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use Specification Section number followed by a decimal point and then a sequential number (e.g., Submittal 06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., Submittal 06 10 00.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
6. American Iron and Steel (AIS) Certification:
 - a. Contractor shall provide written Certification Letter and/or STEP Certification Process Letter with each submittal if required by AIS provisions. Certification letter shall include the following items:
 - 1)What is the product.
 - 2)Where the product was made.
 - 3)To whom was the product delivered.
 - 4)Signature of company representative(s).

- 5)Reference to AIS requirements.
 - b. Products that do not require AIS certifications shall be provided with a written certification letter on why the product does not
 - c. Contractor shall acquire and review all supplier/manufacturer/fabricator certification letters for compliance.
 - d. Contractor shall maintain up-to-date AIS product spreadsheet.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations: Clearly identify any deviations from the Contract Documents on submittals both in writing and by highlighting in the submittal text or product data, on the submittal drawings or both.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit electronic copies of each submittal unless otherwise indicated. Engineer will return one copy.
 - 3. Informational Submittals: Submit electronic copies of each submittal unless otherwise indicated. Engineer will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

- a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches. Text shall be readable on the size of the drawing provided.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- E. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- I. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by an Engineer are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible Engineer, for each product and system specifically assigned to Contractor to be designed or certified by an Engineer.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer. Do not use red for stamps, markings or annotations. Engineer's comments and annotations will be in red.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 DESIGN PROFESSIONAL'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Approved.
 - 2. Rejected.
 - 3. Approved as Noted
 - 4. Revise and Resubmit.
 - 5. Submit Specified Item.
 - 6. Acknowledge Receipt.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded or returned to Contractor marked "Not Required For Review."

END OF SECTION 01 33 00

SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, rehabilitation, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Engineer's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Engineer.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 COORDINATION

- A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.
 - 1. Schedule construction operations in sequence required to obtain best Work results.
 - 2. Coordinate sequence of alteration work activities to accommodate the following:
 - a. Owner's continuing occupancy of portions of existing building.

- b. Owner's partial occupancy of completed Work.
 - c. Other known work in progress.
 - d. Tests and inspections.
 - 3. Detail sequence of alteration work, with start and end dates.
 - 4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
 - 5. Use of elevator and stairs.
 - 6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.
- B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.4 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
- 1. Attendees: In addition to representatives of Owner, Engineer, and Contractor, testing service representative, specialists, and equipment manufacturer representative(s) shall be represented at the meeting.
 - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
 - a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Fire-prevention plan.
 - c. Governing regulations.
 - d. Areas where existing construction is to remain and the required protection.
 - e. Hauling routes.
 - f. Sequence of alteration work operations.
 - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
 - h. Qualifications of personnel assigned to alteration work and assigned duties.
 - i. Requirements for extent and quality of work, tolerances, and required clearances.
 - j. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
 - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at critical intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
- 1. Attendees: In addition to representatives of Owner, Engineer, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
 - 2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.

- a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
 - b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:
 - 1) Interface requirements of alteration work with other Project Work.
 - 2) Status of submittals for alteration work.
 - 3) Access to alteration work locations.
 - 4) Effectiveness of fire-prevention plan.
 - 5) Quality and work standards of alteration work.
 - 6) Change Orders for alteration work.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.5 INFORMATIONAL SUBMITTALS

- A. Alteration Work Subschedule:
 1. Submit alteration work subschedule within 30 days of date established for commencement of alteration work.
- B. Preconstruction Documentation: Complete preconstruction video recording prior to work commencing. Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, etc., that might be misconstrued as damage caused by Contractor's alteration work operations.
- C. Alteration Work Program: Submit 30 days before work begins.
- D. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

- A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section and that has completed a minimum of five recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.
 1. Field Supervisor Qualifications: Full-time supervisors experienced in specialty work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on-site when specialty work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.
 - a. Construct new mockups or retraining of equipment installation procedures for required work whenever a supervisor is replaced. Retraining shall be completed at no cost to Owner.
- B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- D. Safety and Health Standard:
1. Comply with Ypsilanti Community Utilities Authority safety standards and program.
 2. Comply with the State of Michigan OSHA standards (MIOSHA). MIOSHA regulations shall take precedence where conflicts exist.
 3. Comply with ANSI/ASSE A10.6.

1.7 FIELD CONDITIONS

- A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction videotapes.
1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
- B. Discrepancies: Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.
- C. Owner's Removals: Before beginning alteration work, coordinate with Owner when the following work will be completed. Upon notification, the Owner will have 14 days to complete the work.
1. South Clearwell dewatering shall be completed by Owner for Contractor cleaning and removal of surface washwater piping.
 2. North Clearwell dewatering.
- D. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
1. Use only proven protection methods, appropriate to each area and surface being protected.
 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
 3. Erect temporary barriers to form and maintain fire-egress routes.
 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.

6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Engineer, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Engineer immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
 - a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of welding or other high-heat equipment. Use of open-flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.

5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
 - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
 - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
 - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after completion of welding or hot work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

3.3 GENERAL ALTERATION WORK

- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation video recordings. Comply with requirements in Section 01 32 33 "Photographic Documentation."
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Engineer of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 1. Do not proceed with the work in question until directed by Engineer.

END OF SECTION 01 35 16

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 REGULATORY

- A. Public Agency Requirements: It is the intention of these specifications to construct all work in accordance with the applicable requirements of the Owner, the Michigan Department of Environment, Great Lakes, and Energy, and City of Owosso, the contract specifications, and the contract drawings. Where there is a conflict between any of the aforementioned specifications, and the permit requirements for the agency having jurisdiction, the more restrictive shall govern.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Contractor Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and as follows:
1. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.

4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer reference during normal working hours.
 1. Submit log at project closeout as part of the project record documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Engineerural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 12. AGA - American Gas Association; www.aga.org.
 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 16. AIA - American Institute of Engineers (The); www.aia.org.
 17. AISC - American Institute of Steel Construction; www.aisc.org.
 18. AISI - American Iron and Steel Institute; www.steel.org.
 19. AITC - American Institute of Timber Construction; www.aitc-qlulam.org.
 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 21. ANSI - American National Standards Institute; www.ansi.org.
 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 24. APA - Engineerural Precast Association; www.archprecast.org.
 25. API - American Petroleum Institute; www.api.org.
 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 27. ARI - American Refrigeration Institute; (See AHRI).
 28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 29. ASCE - American Society of Civil Engineers; www.asce.org.
 30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
 32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
 33. ASSE - American Society of Safety Engineers (The); www.asse.org.
 34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
 35. ASTM - ASTM International; www.astm.org.
 36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
 37. AWEA - American Wind Energy Association; www.awea.org.
 38. AWI - Engineerural Woodwork Institute; www.awinet.org.
 39. AWMAC - Engineerural Woodwork Manufacturers Association of Canada; www.awmac.com.
 40. AWPA - American Wood Protection Association; www.awpa.com.
 41. AWS - American Welding Society; www.aws.org.
 42. AWWA - American Water Works Association; www.awwa.org.
 43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.

44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).

94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.
124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Engineerural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.

144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.
159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.
172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steelstank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrassod.org.
193. TRI - Tile Roofing Institute; www.tilerroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.

195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
203. WI - Woodwork Institute; www.wicnet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

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

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

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

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).

5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Engineerural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. EGLE; Michigan Department of Environment, Great Lakes, and Energy Quality; www.michigan.gov/deq
 7. MDOT; Michigan Department of Transportation; www.michigan.gov/mdot
 8. ODOT; Ohio Department of Transportation; www.dot.state.oh.us
 9. Ohio EPA; Ohio Environmental Protection Agency; www.epa.state.oh.us
 10. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 11. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Contractor must provide connections and extensions of services as required for construction operations. Coordinate connections with Engineer and Owner.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Contractor must provide connections and extensions of services as required for construction operations without interruption of existing WTP power usage. Coordinate connections with Engineer and Owner.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Engineer's Field Equipment: Prior to mobilizing on the site, Contractor shall provide equipment for an Office for Owner's representative at a location in the WTP designated by Owner.
 - 1. The office shall be equipped with acceptable second-hand furniture as follows:
 - a. Drawing table and stool
 - 2. Office shall remain on-site until final completion of the contract or as directed by Engineer.
 - 3. Upon completion of the contract, contractor shall remove all buildings, foundations, temporary utility services and debris.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: The Contractor shall not make a connection to any public water main or fire hydrant without first obtaining the necessary permission from the Owner. Existing public water systems shall be operated and controlled by the Owner. All valves shall be operated exclusively by the Owner's personnel.

- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. If Owner authorizes use of permanent dehumidification equipment, provide replacement filters for all equipment at end of project. Comply with 2017 OSHA Silica Dust Exposure Regulations. Use local-exhaust ventilation to outside to remove fumes and gases at their source in still air for all welding and torch cutting.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.

- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Temporary Elevator Use: Use of elevators is not permitted.
- H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Access to WTP
 - 1. Contractor to coordinate with WTP staff to establish designated access door and work areas. Access to WTP areas outside approved work areas require operators consent. Contractor is responsible for maintaining compliance with approved work areas.
 - 2. Contractor and subcontractors to provide list of Authorized Employees.
 - 3. Unauthorized employees may sign into plant if escorted by an Authorized tradesman at all times.
 - 4. Exterior WTP gates and doors may only be opened by WTP operators.
- B. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- D. Temporary Partitions:
 - 1. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 3. Insulate partitions to control noise transmission to occupied areas.
 - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - 5. Protect air-handling equipment.
 - 6. Provide walk-off mats at each entrance through temporary partition.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

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

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Engineer's sample", provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. Installation of the Work.
 4. Cutting and patching.
 5. Coordination of Owner-installed products.
 6. Progress cleaning.
 7. Starting and adjusting.
 8. Protection of installed construction.
- B. Related Requirements:
1. Section 01 10 00 "Summary" for limits on use of Project site.
 2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 3. For protection of underground utilities in Michigan, contact "MISS DIG" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be part of the "MISS DIG" alert system.
 4. When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the Contractor shall notify the utility owner of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.
 5. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure permits and pay all inspection fees.
 6. When it is necessary in order to carry out the Work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the Contractor shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.
 7. Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and shall see that his operations interfere as little as possible with the utility owner's operations.
 8. Sump Pump Discharge Pipe: Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or across public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the Engineer. The Contractor shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be considered as incidental to the cost of the project.
 9. Existing Sewer Facilities: Existing sewers or drains may be encountered along the line of work. In all such cases, the Contractor shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service (both dry weather and storm flows).
 10. Unless otherwise indicated on the plans, the Contractor shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the Engineer such that sufficient clearance for the sewer will be provided.
 11. Existing Water Facilities: Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the Owner of the main.
 12. Existing Drains: Drainage through existing sewers, ditches and drains shall be maintained at all times during construction, and all nearby gutters shall be kept open for drainage.
 13. Maintenance of services as described above shall be considered as incidental to the project cost unless pay items have been included in the bid form for this work.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and

electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as

practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80°F .
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 DUST CONTROL

- A. Maintain haul roads, detour roads, other public or private roads, driveways and parking lots in a dust free condition for the duration of the Contract.
- B. Control dust by application of dust control materials and application methods as approved and as directed by the Engineer.
- C. Dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.
- D. Should the Contractor be negligent of his duties in providing dust control, the Owner may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due to the Contractor under the Contract. Cost of providing dust control shall be considered incidental to the Work.

3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements"

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Provide and maintain weather protection and heating at Contractor's expense to properly protect the Work under construction from damage if the weather conditions require. This work shall include all windbreaks, insulation cover, and other necessary measures required to provide protection from freezing. Continue to provide weather protection and heating as necessary until such time as the Owner takes over the facility.

END OF SECTION 01 73 00

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. 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.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, 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.
 - a. 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 Engineer's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 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 Section 01 79 00 "Demonstration and Training."
 6. Advise Owner of changeover in heat 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. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings and manufacturer's startup reports.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or similar type form.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in one of the following formats:
 - a. MS Excel electronic file. Engineer will return annotated copy.
 - b. PDF electronic file. Engineer will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - p. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
 2. Emergency manuals.
 3. Operation manuals for systems, subsystems, and equipment.
 4. Product maintenance manuals.
 5. Systems and equipment maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return one copy.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before equipment installation or commencing demonstration and training; whichever is earliest. Engineer will return copy with comments.
1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to equipment installation or commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.

3. Manual contents.
- C. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Engineer.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual,

insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.

7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit two sets of marked-up record prints.
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy and one annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Addenda, Construction or Work Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 - 2. Format: per Owner requirements.
 - 3. Format: Annotated PDF electronic file with comment function enabled.
 - 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 5. Refer instances of uncertainty to Engineer for resolution.
 - 6. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. Note related Change Orders, record Product Data, and record Drawings where applicable.

- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.

- B. Format: Submit record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 01 78 39

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements including equipment and appurtenances.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 73 00 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for storage.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, piping, valves, pumps and other mechanical items will be turned over to the Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Contractor's operations shall be limited to the main Water Treatment Plant building.
2. Inspect and discuss condition of construction to be selectively demolished.
3. Review structural load limitations of existing structure.
4. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
5. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

6. Review areas where existing construction is to remain and requires protection.
7. Review staging and access requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 1. Operating filters shall be protected at all times from debris and dust settling within the filter units.
 2. Protect existing equipment, piping, valves, supports, pumps, motors, guardrail, lighting, receptacles, conduit, control panels, instrumentation, doors, windows, stairways, and other miscellaneous items and architectural features within the Water Treatment Plant building not shown be removed or replaced.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building within the selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.
- B. Filter bypass piping shall be installed prior to demolition of the existing wash water pump.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove electrical, plumbing, piping, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect equipment that has not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly off site by approved methods.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Piping and Valves: Prior to removal, verify system is isolated. If 100% isolation is not obtained, Contractor to provide additional means of isolation including but not limited to valves, blind flanges, or steel plates in between flanges. Drain piping prior to demolition.
- C. Pumps: Drain pump of water and other fluids prior to removal. Dispose of fluids in accordance with regulatory requirements. Disconnect electrical systems in accordance with safety requirements.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Remove:

- 1. Wash water pump, concrete equipment pad, piping valves, orifice flow meter, associated electrical conduit and wire, and ancillary items.
- 2. High service piping and valves

B. Remove and Salvage:

- 1. Valves identified on drawings to be salvaged.

C. Existing to Remain:

- 1. Wash water pump suction piping not shown to be demolished or replaced.
- 2. Wash water pump header piping to filters not shown to be demolished or replaced.
- 3. High service piping in subbasement not shown to be demolished or replaced.

D. Dismantle:

- 1. Dismantle existing wash water pump connections to allow for installation of proposed piping and pumps.
- 2. Dismantle existing high service piping to allow for proposed piping.

END OF SECTION 02 41 19

SECTION 03 01 30 - MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Patching of concrete after selective demolition.
 2. Removal of deteriorated concrete and subsequent patching.

1.2 ACTION SUBMITTALS

- A. Shop Drawing Submittal: For each type of product.
- B. Samples: Cured Samples for each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Product test reports.
- C. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to apply packaged patching-mortar, polyurethane grout, crack-injection adhesive and polymer sealers to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.
- B. Submit project references documenting compliance with experience requirements. Provide evidence of training and manufacturer's certification of installers.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties as listed below.

2.2 BONDING AGENTS

- A. For bonding new concrete to old: SikaDur 32, Hi-Mod
1. Manufacturer: Sika, 1-800-933-7452, usa.sika.com.

2.3 POLYMER MODIFIED REPAIR MORTAR

- A. For vertical and overhead large concrete patching: SikaQuick VOH

1. Manufacturer: Sika Corporation, 1-800-933-7452, usa.sika.com.

2.4 MISCELLANEOUS MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I, II, or III unless otherwise indicated.
- B. Slab Topping crystalline admixture: Xypex C-500 or C-500 NF additive (or equal).
- C. Water: Potable.

2.5 MIXES

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
- B. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.

PART 3 - EXECUTION

3.1 CONCRETE MAINTENANCE

- A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist.
- B. Comply with manufacturers' written instructions for surface preparation and product application.

3.2 EXAMINATION

- A. Notify Architect seven days in advance of dates for installation of products in this section.
- B. Perform surveys as the Work progresses to detect hazards resulting from concrete-maintenance work.

3.3 PREPARATION

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Protect persons, motor vehicles, surrounding surfaces of structure being repaired, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.
 1. Comply with each product manufacturer's written instructions for protections and precautions.
 2. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
 3. Protect floors and other surfaces along haul routes from damage, wear, and staining.
 4. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the structure.
 5. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
- C. Preparation for Concrete Removal: Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
 1. Verify that affected utilities have been disconnected and capped.
 2. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or

collapse of construction being demolished and construction and finishes to remain. Strengthen or add new supports when required during progress of removal work.

- D. Reinforcing-Bar Preparation: Remove loose and flaking rust from exposed reinforcing bars by high-pressure water cleaning, abrasive blast cleaning, needle scaling, or wire brushing until only tightly adhered light rust remains. (add the commas here)
 - 1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as indicated on Drawings.
 - 2. Remove additional concrete as necessary to provide at least 3/4-inch clearance at existing and replacement bars.
 - 3. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings.
- E. Preparation of Floor or Wall Joints for Repair: Saw-cut joints full width to edges and depth of spalls, or as indicated on the drawings but not less than 2 inches deep. Clean out debris and loose concrete; vacuum or blow clear with compressed air.

3.4 CONCRETE REMOVAL

- A. Do not overload structural elements with debris.
- B. Remove deteriorated and delaminated concrete by lightweight jackhammering methods. Protect existing concrete to remain from demolition operations.
- C. Sawcut areas of full depth removal and jackhammer or break up concrete while salvaging existing reinforcement. Sawcut cracks for repairs as shown on the drawings.
- D. Remove additional concrete if necessary to provide a depth of removal of at least 1/2 inch over entire removal area.
- E. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least 3/4-inch clearance around bar.
- F. Test areas where concrete has been removed by tapping with hammer and remove additional concrete until unsound and disbonded concrete is completely removed.
- G. Provide surfaces with a fractured profile of at least 1/8 inch that are approximately perpendicular or parallel to original concrete surfaces.
- H. Thoroughly clean removal areas of loose concrete, dust, and debris.
- I. Contact ENGINEER for inspection once concrete demolition is complete.

3.5 BONDING AGENT APPLICATION

- A. Clean and prepare concrete thoroughly as required by the manufacturer prior to installation of the bonding agent. Surface roughness and concrete dampness requirements for product installation shall be adhered to.
- B. Place product on concrete surface, sides and reinforcement per manufacturer's recommendations prior to pouring concrete topping. Product shall not be allowed to set past the recommended time for proper adhesion to the fresh concrete.

3.6 POLYMER-MODIFIED REPAIR MORTAR INSTALLATION

- A. Remove loose debris, deteriorated concrete, and bond-inhibitive materials by water blast or other approved mechanical means.
- B. Surfaces and exposed aggregate to receive patching material shall be scarified to obtain an aggregate surface profile of +/- 1/16".
- C. Sawcut exposed edges where possible.
- D. Apply repair mortar to vertical surfaces in maximum 3" lifts; and to overhead surfaces in maximum 2" lifts.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to provide an independent qualified testing agency to perform tests and inspections as approved by Engineer.
- B. Product will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 03 01 30

SECTION 03 15 00 - CONCRETE ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in and drilled in anchors for concrete.
 - 2. Epoxy bonding agent between concrete pours.

- B. Related Sections:
 - 1. Division 3 Concrete Sections.
 - 2. Division 40 Process Piping and Supports
 - 3. Division 43 Centrifugal Pumps

1.2 SUBMITTALS

- A. General: Submit in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
 - 1. Product specifications with recommended design values and physical characteristics for epoxy dowels, expansion and undercut anchors.
 - 2. Samples: Representative length and diameters of each type anchor shown on the Drawings.
 - 3. Quality Assurance Submittals:
 - a. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
 - b. Certificates:
 - 1) ICC ES Evaluation Reports.
 - 4. Manufacturer's installation instructions.

- B. Closeout Submittals: Submit the following:
 - 1. Record Documents: Project record documents for installed materials in accordance with Division 1 Closeout Submittals Section.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:

- B. Drilled-in anchors shall be installed by a contractor with at least three years of experience performing similar installations.

- C. Certifications: Unless otherwise authorized by the Engineer, anchors shall have one of the following certifications:
 - 1. ICC ES Evaluation Report indicating conformance with current applicable ICC ES Acceptance Criteria.

1.4 DELIVERY, STORAGE AND HANDLING

- A. General: Comply with Division 1 Section–Product Storage and Handling Requirements.
 - 1. Store anchors and epoxy in accordance with manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fasteners and Anchors:

1. Bolts and Studs: ASTM A307; ASTM A449 where "high strength" is indicated on the Drawings.
2. Carbon and Alloy Steel Nuts: ASTM A563.
3. Carbon Steel Washers: ASTM F436.
4. Carbon Steel Threaded Rod: ASTM A36; or ASTM A193 Grade B7; or ISO 898 Class 5.8.
5. Wedge Anchors: ASTM A510; or ASTM A108.
6. Stainless Steel Bolts, Hex Cap Screws, and Studs: ASTM F593.
7. Stainless Steel Nuts: ASTM F594.
8. Zinc Plating: ASTM B633.
9. Hot-Dip Galvanizing: ASTM A153.
10. Metric Anchor Bolts, Screws, and Studs: ISO 898 Part 1.
11. Metric Anchor Nuts: EN 24033.
12. Metric Anchor Stainless Steel Bolts, Screws, and Studs: ISO 3506 Part 1.
13. Metric Anchor Stainless Steel Nuts: ISO 3506 Part 2.
14. Reinforcing Dowels: ASTM A615

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Hilti
2. Simpson Strong-Tie
3. Powers Fasteners
4. Sika
5. Williams Form Engineering Corp

2.2 CAST-IN-PLACE BOLTS

A. Anchors, Bolts, Nuts, and Washers: Bolts and studs, nuts, and washers shall be fabricated from AISI Type 316 stainless steel.

2.3 DRILLED-IN ANCHORS

A. Wedge Anchors: Wedge type, torque-controlled, with impact section to prevent thread damage complete with required nuts and washers. Provide anchors with length identification markings conforming to ICC ES AC01 or ICC ES AC193. Type and size as indicated on Drawings.

1. As indicated on the Drawings, provide stainless steel anchors. Stainless steel anchors shall be AISI Type 316 stainless steel provided with stainless steel nuts and washers of matching alloy group and minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener. Stainless steel nuts shall conform to ASTM F594 unless otherwise specified. Avoid installing stainless steel anchors in contact with galvanically dissimilar metals.

B. Screw Anchors: screw type. Pre-drilling of the hole requires a standard ANSI drill bit with the same diameter as the anchor and installing the anchor will be done with an impact wrench. Provide anchors with a diameter and anchor length marking on the head. Type and size as indicated on Drawings.

C. Heavy Duty Sleeve Anchors: Torque-controlled, exhibiting follow-up expansion under load, with provision for rotation prevention during installation. Type and size as indicated on Drawings.

1. As indicated on the Drawings, provide stainless steel anchors. Stainless steel anchors shall be manufactured from materials conforming to ISO 3506 Part 1 and having corrosion

resistance equivalent to AISI Type 316 stainless steel. Stainless steel anchors shall be provided with stainless steel nuts and washers of matching alloy group and minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener. All nuts shall conform to ISO 3506 Part 2 unless otherwise specified. Avoid installing stainless steel anchors in contact with galvanically dissimilar metals.

- D. Heavy Duty Undercut Anchors: Bearing-type. Installed anchor shall have a minimum tension bearing area in the concrete, measured as the horizontal projection of the bearing surface, not less than two times the net tensile area of the anchor bolt. The installed anchor shall exhibit a form fit between the bearing elements and the undercut in the concrete. Type and size as indicated on Drawings.
1. As indicated on the Drawings, provide sherardized or stainless steel anchors. Sherardized anchors shall be manufactured from materials conforming to ISO 898 Part 1 and having corrosion resistance equivalent to ASTM A153 with sherardized dry diffusion zinc coating (50 mm min.). Stainless steel anchors shall be manufactured from materials conforming to ISO 3506 Part 1 and having corrosion resistance equivalent to AISI Type 316 stainless steel. Stainless steel anchors shall be provided with stainless steel nuts and washers of matching alloy group and minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener. All nuts shall conform to ISO 3506 Part 2 unless otherwise specified. Avoid installing stainless steel anchors in contact with galvanically dissimilar metals.
- E. Cartridge Injection Adhesive Anchors: Threaded steel rod, inserts or reinforcing dowels, complete with nuts, washers, epoxy, polymer or hybrid mortar adhesive injection system, and manufacturer's installation instructions. Type and size as indicated on Drawings.
1. As indicated on the Drawings, provide stainless steel anchors. Stainless steel anchors shall be AISI Type 316 stainless steel provided with stainless steel nuts and washers of matching alloy group and minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener. All nuts shall conform to ASTM F594 unless otherwise specified. Avoid installing stainless steel anchors in contact with galvanically dissimilar metals.
 2. Reinforcing dowels shall be A615 Grade 60.
- F. Capsule Anchors: Threaded steel rod, inserts and reinforcing dowels with 45 degree chisel point, complete with nuts, washers, glass or foil capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, and manufacturer's installation instructions. Type and size as indicated on Drawings.
1. As indicated on the Drawings, provide chisel-pointed stainless steel anchors. Stainless steel anchors shall be AISI Type 316 stainless steel provided with stainless steel nuts and washers of matching alloy group and minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener. All nuts shall conform to ASTM F594 unless otherwise specified. Avoid installing stainless steel anchors in contact with galvanically dissimilar metals.
 2. Reinforcing dowels shall be A615 Grade 60, with 45-degree chisel-points at embedded end.

2.4 EPOXY BONDING AGENT

- A. Provide epoxy bonding agent between concrete pours.
- B. Products: Provide one or more of the following products:
1. SikaDur 32, Hi-Mod
 - a. Manufacturer: Sika, 1-800-933-7452, usa.sika.com or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Cast-In-Place Bolts: Use templates to locate bolts accurately and securely in formwork.

B. Drilled-In Anchors:

1. Drill holes with rotary impact hammer drills using carbide-tipped bits, hollow drill bit system, or core drills using diamond core bits. Drill bits shall be of diameters as specified by the anchor manufacturer. Unless otherwise shown on the Drawings, all holes shall be drilled perpendicular to the concrete surface.
 - a. Cored Holes: Where anchors are permitted to be installed in cored holes, use core bits with matched tolerances as specified by the manufacturer. Properly clean cored hole per manufacturer's instructions.
 - b. Embedded Items: Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items. Notify the Engineer if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and telecommunications conduit, and gas lines.
 - c. Base Material Strength: Unless otherwise specified, do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
2. Perform anchor installation in accordance with manufacturer instructions.
3. Wedge Anchors, Heavy-Duty Sleeve Anchors, and Undercut Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in part to be fastened. Set anchors to manufacturer's recommended torque, using a torque wrench. Following attainment of 10% of the specified torque, 100% of the specified torque shall be reached within 7 or fewer complete turns of the nut. If the specified torque is not achieved within the required number of turns, the anchor shall be removed and replaced unless otherwise directed by the Engineer.
4. Cartridge Injection Adhesive Anchors: Clean all holes per manufacturer instructions to remove loose material and drilling dust prior to installation of adhesive. Inject adhesive into holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive. Follow manufacturer recommendations to ensure proper mixing of adhesive components. Sufficient adhesive shall be injected in the hole to ensure that the annular gap is filled to the surface. Remove excess adhesive from the surface. Shim anchors with suitable device to center the anchor in the hole. Do not disturb or load anchors before manufacturer specified cure time has elapsed.
5. Capsule Anchors: Perform drilling and setting operations in accordance with manufacturer instructions. Clean all holes to remove loose material and drilling dust prior to installation of adhesive. Remove water from drilled holes in such a manner as to achieve a surface dry condition. Capsule anchors shall be installed with equipment conforming to manufacturer recommendations. Do not disturb or load anchors before manufacturer specified cure time has elapsed.
6. Observe manufacturer recommendations with respect to installation temperatures for cartridge injection adhesive anchors and capsule anchors.

C. Apply epoxy bonding agent per manufacturer's recommendations. Prepare surfaces as required. Apply fresh concrete to hardened concrete within the allotted pot life of the product.

3.2 REPAIR OF DEFECTIVE WORK

A. Remove and replace misplaced or malfunctioning anchors. Fill empty anchor holes and patch failed anchor locations with high-strength non-shrink, nonmetallic grout. Anchors that fail to meet proof load or installation torque requirements shall be regarded as malfunctioning.

3.3 FIELD QUALITY CONTROL

- A. Testing: 10% of each type and size of drilled-in anchor shall be proof loaded by the independent testing laboratory. Adhesive anchors and capsule anchors shall not be torque tested unless otherwise directed by the Engineer. If more than 10% of the tested anchors fail to achieve the specified torque or proof load within the limits as defined in the Contract Documents or equipment manufacturers' recommendations, all anchors of the same diameter and type as the failed anchor shall be tested, unless otherwise instructed by the Engineer.
1. Tension testing should be performed in accordance with ASTM E488.
 2. Torque shall be applied with a calibrated torque wrench.
 3. Proof loads shall be applied with a calibrated hydraulic ram. Displacement of adhesive and capsule anchors at proof load shall not exceed $D/10$, where D is the nominal anchor diameter.
- B. Minimum anchor embedments, proof loads and torques shall be as shown on the Drawings or as required by equipment manufacturer's recommendations.

END OF SECTION 03 15 00

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SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 43 23 21 –Centrifugal Water Pumps.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Qualifications of independent testing agency.
- D. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Including all rebar coupling/splicing products/locations.
- E. Placement schedule for all pours.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.
- C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional Engineer, detailing fabrication, assembly, and support of formwork.
- D. Rebar coupling/splicing products.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, approved by Engineer and Owner, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

C. Concrete Testing Service: Contractor shall engage a qualified independent testing agency to perform material evaluation tests, to design concrete mixtures, and to perform field tests.

1.5 PRECONSTRUCTION AND CONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage An independent qualified testing agency to perform preconstruction testing on concrete mixtures.

B. Construction Testing Service: Engage an independent qualified testing agency to perform field testing of concrete mixtures during each placement.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301
2. ACI 350
3. ACI 117

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

C. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 1 percent damaged coating in each 12-inch bar length.

D. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

E. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

F. Galvanized-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from galvanized-steel wire into flat sheets.

G. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.

H. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type II, Type I/II, Type III, gray.
2. Fly Ash: ASTM C 618, Class F or C.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, portland blast-furnace slag cement.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.

1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal for pours greater than 10" thick, 3/4-inch nominal for pours between 6 inches thick and 3 inches thick, 1/2 inch nominal for pours less than 3 inches thick.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C 260/C 260M.

D. Water: ASTM C 94/C 94M and potable.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

2.7 CONCRETE MIXTURES

A. Normal-Weight Concrete (includes filter underdrains, equipment bases and structural components):

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Concrete formulation to be used is a six-sack mix (564 pounds cement per cubic yard).
3. Aggregate shall be 1/2-inch or smaller. Aggregates larger than 1/2-inch shall not be permitted.
4. Slump Limit: 3 inches.
5. Concrete should be poured as dry as possible to avoid excessive fines from washing between the forms.
6. Concrete mixture shall meet filter equipment manufacturer's requirements.

B. Concrete infill (for use as infill in channels and other areas, non-structural)

1. Minimum Compressive Strength: 3500 psi at 28 days.
2. Maximum W/C Ratio: 0.45.

3. Slump Limit: 6-inches, plus or minus 1 inch.
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
- B. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer. If not shown, place joints at intervals not exceeding 50'. For joints in water-containing structures or tanks or occupied spaces below maximum known groundwater elevations, use watertight joints.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

D. Mass Concrete: Use insulation and/or blankets as required to reduce the thermal differential between core and surface concrete temperatures.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: Contractor to engage an independent qualified testing and inspecting agency to perform tests and inspections and to submit reports.

B. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 degree F and below and when 80 degree F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 9. Strength of each concrete mixture will be satisfactory if every average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 10. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
 12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
 15. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.
- D. Waterproofing: Those parts of a structure below the maximum known groundwater level shall be substantially watertight. There shall be no evidence of leaks after concrete has cured and been backfilled and groundwater returned to normal levels.
1. Repair all cracks and defects which impair water-tightness and eliminate any leakage into the structure as directed by the Engineer.
 2. Tank penetrations, pipe, channel, and conduit outlets shall be checked prior to final acceptance to determine the water-tightness of these appurtenances. Leakage at these outlets shall be repaired prior to final payment.

END OF SECTION 03 30 00

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SECTION 09 92 00 – FACILITY PAINTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. This Section includes all surface preparation, field painting and finishing of exposed interior and exterior items and surfaces on the Project.
- B. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections.
- C. Paint exposed surfaces whether or not substrate is designated in schedules but would normally be painted, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, OWNER will select from standard colors or finishes available.
- D. Painting includes field painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- E. See Article 3.8, Paint Systems Schedule, for materials to be used.
- F. See Article 3.9, Painting Schedule, for surfaces to be painted.

1.3 SUBMITTALS

- A. Manufacturer's paint systems Data Sheets for each coat, by substrate, indicating product name, product number, surface preparation, and DFT coverage.
- B. Samples illustrating range of colors available for each surface finishing material scheduled for color selection by OWNER.
- C. Method of testing cure of coatings. Test solvent used when painting surfaces coming in contact with potable water.
- D. Certification that products meet or exceed Specifications.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for finishes.
- B. All chemicals, substances, and materials added to or brought in contact with water in or intended to be used in a public water system or used for the purpose of treating, conditioning, altering, or modifying the characteristics of such water shall be shown by either the manufacturer, distributor, or purveyor to be non-toxic and harmless to humans when used in accordance with the formulation and concentration

as specified by the manufacturer, and shall conform with the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 or 61. Any organization certified by the American National Standards Institute may certify in writing that a product conforms with these standards. Product labels shall bear the NSF Listing Mark.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Site in sealed and labeled containers; inspect to verify acceptability.
- B. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F in a ventilated area, and as required by manufacturer's instructions.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 50 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions. Surface temperature must be at least 5 degrees F greater than the dew point.
- D. Minimum Application Temperature for Varnish and Similar Finishes: 50 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions. Surface temperature must be at least 5 degrees F greater than the dew point.
- E. Provide lighting level of 80 foot candles measured mid-height at substrate surface. Refer to SSPC-Guide 12, Guide for Illumination of Industrial Painting Projects for additional guidelines.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The Sherwin-Williams (SW) Company.
- B. Tnemec Company, Inc.
- C. PPG (Pittsburg Paints) High Performance Coatings.
- D. Or as approved.

2.2 MATERIALS

- A. Coatings: Ready-mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.

- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified of commercial quality. Use products compatible with painting materials and approved by paint manufacturer.
- C. Paint materials and equipment shall be compatible in use.
- D. Primer, Intermediate, and Finish coats shall all be from the same coatings manufacturer. Prime coats shall be compatible with and appropriate for use on surface to be coated.

2.3 COLORS

- A. Colors, if not indicated in Painting Schedule in Part 3, will be selected by OWNER from manufacturer's standard colors.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready for application of materials in accordance with the product manufacturer's instructions.
- B. Examine surfaces scheduled to be finished prior to commencement of Work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using appropriate method as instructed by the coating manufacturer. Do not apply finishes unless moisture content of surfaces is below the coating manufacturer's acceptable maximums.

3.2 TESTING OF PAINT ON EXISTING SURFACE FINISH

- A. Where paint is to be applied over existing finished surface, apply a test application.
- B. Allow test application to dry overnight. If wrinkling or lifting occurs after overnight drying, application of new paint over existing finished surface will not be allowed. With approval of ENGINEER, use one of the following alternatives:
 - 1. Remove existing coating and apply complete system as described in Paint Schedule Article 3.9.
 - 2. Apply intermediate barrier coat material that is compatible with both the existing finish and the new topcoat and will ensure bonding of new paint to existing surface finish.
 - 3. Substitute a different coating material that is compatible with and will adhere to existing surface finish.
- C. Cost of test application shall be borne by CONTRACTOR.

3.3 PREPARATION

- A. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing. Mask nameplates, descriptive data on pumps, motors and other equipment. Removed item shall be reinstalled by workmen skilled in the trades involved.
- B. Correct defects and clean surfaces which affect Work of this Section.
- C. Remove existing coatings that exhibit poor adhesion or unacceptable surface defects.
- D. Seal marks which may bleed through surface finishes with sealer as instructed by paint manufacturer.

- E. If mildew is encountered, remove by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply manufacturer's instructed primer immediately following cleaning.
- G. Asphalt, Creosote, or Bituminous Surfaces Scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply compatible sealer or primer.
- H. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- I. Concrete: Concrete surfaces shall be fully aged. Loose, powdery, crumbly concrete shall be dressed down to a firm, sound, hard substrate.
 - 1. For light duty service, remove contamination in accordance with ASTM D4258 Standard Practice for Surface Cleaning Concrete for Coating.
 - 2. For heavy duty service such as continuous and intermittent immersion, mechanical loading, or for protective coating systems, achieve surface profile CSP 1-9 by acid etching per ASTM D4260, or by mechanical abrasion per ASTM D4259. Refer to ICRI 310.2 for sample chips of CSP 1-9 profile.
- J. Copper Surfaces Scheduled for a Paint Finish: Remove contamination by steam, high pressure water, or solvent washing. Apply manufacturer's primer as instructed immediately following cleaning.
- K. Where surfaces are coated with bituminous coating that is not compatible with paint material, remove bituminous coating with abrasive blasting.
- L. Galvanized Steel Surfaces: Remove surface contamination and oils and wash with solvent. Do not use hydrocarbon solvents if applying waterborne coatings. Apply manufacturer's instructed primer.
- M. Concrete Unit Masonry Surfaces Scheduled to Receive Paint Finish: Clean surfaces in accordance with ASTM D4261 "Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating".
 - 1. Concrete masonry surfaces shall be fully aged and loose; powdery, crumbly concrete shall be dressed down to a firm, sound, hard substrate.
 - 2. Masonry work shall be allowed to cure a minimum of 28 days before application of any coating materials.
- N. Uncoated Steel Surfaces:
 - 1. Welded areas shall be ground smooth per NACE Standard RP 0178.
 - 2. Use abrasives for blast cleaning that are clean, uniformly graded, and free of oil, soluble salts, chlorides, or foreign matter which could contaminate the blasted surface. Size the abrasive to produce an anchor pattern profile height as required by the coating manufacturer.
 - 3. Steel surfaces to be painted and not factory-primed, shall be field abrasive-blasted in accordance with NACE-3 (SSPC-SP6), commercial blast for non-immersion service; and in accordance with NACE-2 (SSPC-SP10), near-white blast for immersion service, unless a higher degree of surface preparation is required by the manufacturer.
- O. Shop-Primed Steel Surfaces:
 - 1. For non-submerged steel surfaces, clean surfaces in accordance with SSPC-SP1 Solvent Cleaning, and remove loose primer and rust in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.
 - 2. Retouch damaged areas of shop-primed items with compatible primer.
 - 3. CONTRACTOR shall be responsible for compatibility of shop primer with field-finish coats.

4. For metal surfaces in a submerged, vapor, or splash zone, remove shop primer if incompatible with field finish coats, and blast clean to SSPC-SP10 Near-White Blast Clean. Apply primer as specified.
- P. Ductile Iron and Cast Ductile Iron Surfaces:
1. Ductile iron and cast ductile iron surfaces to be painted shall be prepared using the National Association of Pipe Fabricators, Inc. (NAPF) Surface Preparation Standards NAPF 500-03, and **not** according to SSPC / NACE Standards for preparation of steel surfaces.
 2. Remove grease and oil using NAPF Standard 500-03-01 Solvent Cleaning.
 3. For interior, non-submerged locations use NAPF 500-03-02 Hand Tool Cleaning and NAPF 500-03-03 Power Tool Cleaning as recommended by paint manufacturer.
 4. For submerged, exterior, or vapor or splash zone use NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and Fittings, and NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings.
 5. For previously painted interior, non-submerged locations in which rust is present, use NAPF 500-03-04 and NAPF 500-03-05 for ductile iron and cast ductile iron; respectively.
- Q. Plastic and Fiberglass: Solvent-wipe and scuff sand; apply test sample prior to application to ensure adhesion. CAUTION: Do not use hydrocarbon containing solvents when using waterborne topcoats.
1. Seal tops and bottoms of wood doors with a heavy coat of sealer.

3.4 APPLICATION

- A. Do not apply materials until representative samples of surface preparation are approved by ENGINEER and an authorized representative of the manufacturer.
- B. Comply with manufacturer's instructions.
- C. Do not thin materials, except to comply with manufacturer's instructions.
- D. Apply coatings to all surfaces with special attention to hard-to-reach areas such as between the legs of back-to-back angles. Apply each coat to achieve the specified dry film thickness.
- E. Do not apply finishes to surfaces that are not dry.
- F. Deficiencies in film or coating thickness shall be corrected by the application of additional coat(s) of material at the expense of CONTRACTOR.
- G. Apply each coat to a uniform smooth finish.
- H. Special attention shall be given to ensure that edges, corners, crevices and welds, receive a film or coating thickness equivalent to that of adjacent surfaces. At no time will wet-on-wet applications be permitted. The finished surfaces shall be free from runs, drips, ridges, waves, laps, brush marks and variations in color, texture and finish.
- I. Apply each coat of paint slightly darker than the preceding coat unless otherwise approved.
- J. Sand surfaces lightly between coats as required to achieve required finish.
- K. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- L. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

M. Prime concealed surfaces of wood to be scheduled for paint finish with primer paint.

3.5 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop-primed equipment.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are pre-finished.
- D. Paint exposed conduit and electrical equipment occurring in finished areas.
- E. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- F. Color-code equipment, piping, conduit, and exposed ductwork in accordance with requirements indicated. Color band and identify with flow arrows names and numbering.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.6 FIELD QUALITY CONTROL

- A. Wet Film Thickness: Monitor during application of each successive coat.
- B. Dry Film Thickness: Measure the thickness of each coat applied using non-destructive dry film thickness gages. Calibrate gages and perform thickness measurements in accordance with SSPC-PA2. Disputes regarding coating thickness applied shall be resolved by use of a Tooke Gage (destructive scratch gage) to the extent required. Repair damage created by destructive testing using the complete coating system specified.
- C. Inspection Devices: CONTRACTOR shall possess, use, and make available for use by OWNER, inspection devices in good working order for dry film thickness measurement. Furnish with the inspection device, U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to verify accuracy of the dry film thickness gages.
- D. Curing of Coatings: Cure coatings in accordance with manufacturer's instructions. Test for adequacy of cure by ASTM D5402 Double Rub Method using solvent MEK, or other solvent or test acceptable to coating manufacturer. Use NSF approved test materials when coating will be in contact with potable water.

3.7 CLEANING

- A. Collect waste material which may constitute a fire hazard; place in closed metal containers and remove daily from Site.
- B. Remove masking, over-spray, or drips on adjacent surfaces.

3.8 PAINT SYSTEM SCHEDULE

A. Unless otherwise specified, paint systems of The Sherwin-Williams (SW) Company are listed. Equivalent systems of other manufacturers specified in Article 2.1 are acceptable. All paint systems require submittal approval.

SUBSTRATE		DESCRIPTION	DRY MILS
A. CONCRETE AND CONCRETE BLOCK – INTERIOR WALLS AND CEILING (PRIME COAT FOR CONCRETE BLOCK ONLY)	Prime Coat	Heavy Duty Block Filler, B42W46	10 – 18
	First Coat	Macropoxy 646 FC, B58Series, B58V600 (semi gloss)	3 – 5
	Second Coat	Macropoxy 646 FC, B58Series, B58V600 (semi gloss)	3 – 5
	Final DFT		16 – 28
B. CONCRETE FLOORS CORROSIVE ENVIRONMENT (Not for acid, caustic or strong oxidants)	Prime Coat	Armorseal 1000 HS, B67-2000 Series, B67V2002	3 – 5
	First Coat	Armorseal HS Polyurethane Floor Enamel B65-220, B65V220	2 – 3
	Second Coat	Armorseal HS Polyurethane Floor Enamel B65-220, B65V220	2 – 3
	Final DFT		7 – 11
C. CONCRETE FLOORS MODERATE ENVIRONMENT	Prime Coat	Armorseal 1000 HS, B67-2000 Series, B67V2002	3 – 5
	First Coat	Armorseal 1000 HS B67-2000 Color, B67V2002 Hardener	3 – 5
	Second Coat	N/A	
	Final DFT		6 – 10
D. CONCRETE – SUBMERGED, SPLASH OR VAPOR ZONE (POTABLE WATER)	Prime Coat	Macropoxy 646 PW, B58 Series Color, B58VX600 Hardener	5 – 10
	First Coat	Macropoxy 646 PW, B58 Series Color, B58VX600 Hardener	5 – 10
	Second Coat	N/A	
	Final DFT		10 – 20
	NOTE: ONLY AVAILABLE IN MILL WHITE AND LIGHT BLUE		
E. STEEL or IRON – EXTERIOR NON-SUBMERGED	Prime Coat	Dura-Plate 235 Multi-Purpose Epoxy B67-235 B67V235 Hardener	4 – 6
	First Coat	Dura-Plate 235 Multi-Purpose Epoxy B67-235 B67V235 Hardener	4 – 6

SUBSTRATE		DESCRIPTION	DRY MILS
	Second Coat	Hi-Solids Polyurethane B65-300 Series Color, B60V30 Hardener or Acrolon 218 HS Acrylic Polyurethane B65-600 Series B65V600 Hardener	3 – 4
	Final DFT		11 – 16
F. STEEL or IRON – INTERIOR NON-SUBMERGED	Prime Coat	Recoatable Epoxy Primer, B67Series, B67V5 Hardener	3 – 6
	First Coat	Macropoxy 646 FC, B58Series, B58V600 (semi gloss)	3 – 5
	Second Coat	Macropoxy 646 FC, B58Series, B58V600 (semi gloss)	3 – 5
	Final DFT		9 – 16
	NOTE: PRIMER ONLY AVAILABLE IN GRAY, TAN, AND RED OXIDE		
G. STEEL or IRON – SUBMERGED, SPLASH OR VAPOR ZONE (POTABLE WATER)	Prime Coat	Macropoxy 646 PW, B58 Series Color, B58VX600 Hardener	3 – 6
	First Coat	Macropoxy 646 PW, B58 Series Color, B58VX600 Hardener	5 – 6
	Second Coat	Macropoxy 646 PW, B58 Series Color, B58VX600 Hardener	5 – 6
	Final DFT		13 – 18
	NOTE: ONLY AVAILABLE IN MILL WHITE AND LIGHT BLUE		
H. DRYWALL	Prime Coat	ProMar 200 Latex Wall Primer, B28W08200	1 – 2
	First Coat	Pro-Industrial Hi-Bild Waterbased Epoxy B71-100 Series, Gloss or Low Luster	4 – 6
	Second Coat	Pro-Industrial Hi-Bild Waterbased Epoxy B71-100 Series, Gloss or Low Luster	4 – 6
	Final DFT		9 – 14
I. PLASTIC AND FIBERGLASS	Prime Coat	DTM Bonding Primer, B66-A50 Series	2 – 5
	First Coat	DTM Acrylic Gloss Coating, B66-100 Series	2.5 – 4
	Second Coat	DTM Acrylic Gloss Coating, B66-100 Series N/A	2.5 – 4
	Final DFT		7 – 13
J. INSULATED PIPING	Prime Coat	ProMar 200 Latex Wall Primer, B28W08200	1 – 2

SUBSTRATE		DESCRIPTION	DRY MILS
(Interior only)	First Coat	Metalatex Semi-Gloss Coating, B42 Series Color	1.5 – 4
	Second Coat	N/A	
	Final DFT		2.5 – 6

3.9 PAINTING SCHEDULE

- A. The following indicates the surfaces to be painted using the materials previously specified in Article 3.8 for the type of surface and conditions of service. The painting of piping includes the painting of insulated piping, the painting of all appurtenances in the respective piping lines (valves, operators, metal supports, etc.) and the painting of valves, sluice gates, floor stands, operators, wall castings and other items not installed directly in a pipe line. The painting of electrical conduits includes the painting of all appurtenances in the respective conduit runs (boxes, etc.). Where new piping connects to existing piping, extend the painting to the end of the existing piping at walls, pumps, fixtures, and other terminations.
1. Filter Operating Floor:
 - a. New electrical conduit and conduit supports
 - b. Relocated equipment.
 - c. Repair of wall, floor and ceiling coatings from cutting and patching
 2. Subbasement:
 - a. New high service piping and supports.
 - b. New wash water piping and supports
 - c. New electrical conduit and supports
 - d. Repair of wall, floor and ceiling coatings from cutting and patching
 3. Filter Lower Level:
 - a. New piping and supports.
 - b. New valves and supports.
 - c. New pumps and ancillary equipment.
 - d. Repair of wall, floor and ceiling coatings from cutting and patching.
 4. Electrical Room
 - a. New electrical conduit and conduit supports.
 - b. Repair of wall, floor and ceiling coatings from cutting and patching.
 - c. New piping.
- B. The following indicates the colors to be used for the painting of piping and electrical conduits:
1. Piping Color Code: Match existing.
 2. Electrical Conduit Color Code: Match existing.
 3. Electrical Conduit Color Code: Match nearest adjacent surface.
 4. Repair of damaged surfaces: Match existing.

END OF SECTION

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SECTION 10 14 00 - IDENTIFICATION DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Tag, tape and stenciling systems for equipment, piping, valves, pumps, ductwork and similar items.
2. Hazard and safety signs.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 00 - Procurement and Contracting Requirements.
2. Division 01 - General Requirements.
3. Division 09 - Finishes

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):
 - a. A13.1, Scheme for the Identification of Piping Systems.
2. The International Society of Automation (ISA).
3. National Electrical Manufacturers Association/American National Standards Institute (NEMA/ANSI):
 - a. Z535.1, Safety Color Code.
 - b. Z535.2, Environmental and Facility Safety Signs.
 - c. Z535.3, Criteria for Safety Symbols.
 - d. Z535.4, Product Safety Signs and Labels.
4. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
 - b. 704, Standard System for the Identification of Hazards of Materials for Emergency Response.
5. Occupational Safety and Health Administration (OSHA):
 - a. 29 CFR 1910.145, Specification for Accident Prevention Signs and Tags.

1.3 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
2. Product technical data including:
 - a. Catalog information for all identification systems.
 - b. Acknowledgement that products submitted meet requirements of standards referenced.
3. Identification register, listing all items in PART 3 of this Specification Section to be identified, type of identification system to be used, lettering, location and color.
4. Schedule of Hazard and Safety Signage indicating text and graphics.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. W.H. Brady Co.

2. Panduit.
3. Seton.
4. National Band and Tag Co.
5. Carlton Industries, Inc.

B. Submit request for substitution in accordance with Specification Section 01 25 13.

2.2 MANUFACTURED UNITS

A. Type A1 - Round Metal Tags:

1. Materials:
 - a. Aluminum or stainless steel.
 - b. Stainless steel shall be used in corrosive environments.
2. Size:
 - a. Diameter: 1-1/2 IN minimum.
 - b. Thickness: 0.035 IN (20 GA) minimum.
3. Fabrication:
 - a. 3/16 IN minimum mounting hole.
 - b. Legend: Stamped and filled with black coloring.
4. Color: Natural.

B. Type A2 - Rectangle Metal Tags:

1. Materials: Stainless steel.
2. Size:
 - a. 3-1/2 IN x 1-1/2 IN minimum.
 - b. Thickness: 0.036 IN (20 GA) minimum.
3. Fabrication:
 - a. 3/16 IN minimum mounting hole.
 - b. Legend: Stamped and filled with black coloring.
4. Color: Natural.

C. Type A3 - Metal Tape Tags:

1. Materials: Aluminum or stainless steel.
2. Size:
 - a. Width 1/2 IN minimum.
 - b. Length as required by text.
3. Fabrication:
 - a. 3/16 IN minimum mounting hole.
 - b. Legend: Embossed.
4. Color: Natural.

D. Type B1- Square Nonmetallic Tags:

1. Materials: Fiberglass reinforced plastic.
2. Size:
 - a. Surface: 2 x 2 IN minimum.
 - b. Thickness: 100 MILS.
3. Fabrication:
 - a. 3/16 IN mounting hole with metal eyelet.
 - b. Legend: Preprinted and permanently embedded and fade resistant.
4. Color:
 - a. Background: Manufacturer standard or as specified.
 - b. Lettering: Black.

E. Type B2 - Nonmetallic Signs:

1. Materials: Fiberglass reinforced or durable plastic.
2. Size:

- a. Surface: As required by text.
- b. Thickness: 60 MILS minimum.
- 3. Fabrication:
 - a. Rounded corners.
 - b. Drilled holes in corners with grommets.
 - c. Legend: Preprinted, permanently embedded and fade resistant for a 10 year minimum outdoor durability.
- 4. Color:
 - a. Background: Manufacturer standard or as specified.
 - b. Lettering: Black.
- 5. Standards for OSHA signs: NEMA/ANSI Z535.1, NEMA/ANSI Z535.2, NEMA/ANSI Z535.3, NEMA/ANSI Z535.4, OSHA 29 CFR 1910.145.

F. Type C - Laminated Name Plates:

- 1. Materials: Phenolic or DR (high impact) acrylic.
- 2. Size:
 - a. Surface: As required by text.
 - b. Thickness: 1/16 IN.
- 3. Fabrication:
 - a. Outdoor rated and UV resistant when installed outdoors.
 - b. Two layers laminated.
 - c. Legend: Engraved through top lamination into bottom lamination.
 - d. Two drilled side holes, for screw mounting.
- 4. Color: Black top surface, white core, unless otherwise indicated.

G. Type D - Self-Adhesive Tape Tags and Signs:

- 1. Materials: Vinyl tape or vinyl cloth.
- 2. Size:
 - a. Surface: As required by text.
 - b. Thickness: 5 MILS minimum.
- 3. Fabrication:
 - a. Indoor/Outdoor grade.
 - b. Weather and UV resistant inks.
 - c. Permanent adhesive.
 - d. Legend: Preprinted.
 - e. Wire markers to be self-laminating.
- 4. Color: White with black lettering or as specified.
- 5. Standards for OSHA signs: NEMA/ANSI Z535.1, NEMA/ANSI Z535.2, NEMA/ANSI Z535.3, NEMA/ANSI Z535.4, OSHA 29 CFR 1910.145.

H. Type E - Heat Shrinkable Tape Tags:

- 1. Materials: Polyolefin.
- 2. Size: As required by text.
- 3. Fabrication:
 - a. Legend: Preprinted.
- 4. Color: White background, black printing.

I. Type F - Underground Warning Tape:

- 1. Materials: Polyethylene.
- 2. Size:
 - a. 6 IN wide (minimum).
 - b. Thickness: 3.5 MILS.
- 3. Fabrication:
 - a. Legend: Preprinted and permanently imbedded.
 - b. Message continuous printed.
 - c. Tensile strength: 1750 PSI.

4. Color: As specified.
- A. Type G - Stenciling System:
 5. Materials:
 - a. Exterior type stenciling enamel.
 - b. Either brushing grade or pressurized spray can form and grade.
 6. Size: As required.
 7. Fabrication:
 - a. Legend: As required.
 8. Color: Black or white for best contrast.
- B. Underground Tracer Wire:
 9. Materials:
 - a. Wire:
 - 1) 12 GA AWG.
 - 2) Solid.
 - b. Wire nuts: Waterproof type.
 - c. Split bolts: Brass.

2.3 ACCESSORIES

- A. Fasteners:
 1. Bead chain: #6 brass, aluminum or stainless steel.
 2. Plastic strap: Nylon, urethane or polypropylene.
 3. Screws: Self-tapping, stainless steel.
 4. Adhesive, solvent activated.

2.4 MAINTENANCE MATERIALS

- A. Where stenciled markers are provided, clean and retain stencils after completion and include in extra stock, along with required stock of paints and applicators.

PART 3 - EXECUTION

3.1 General INSTALLATION

- A. Install identification devices at specified locations.
- B. All identification devices to be printed by mechanical process, hand printing is not acceptable.
- C. Attach tags to equipment with sufficient surface or body area with solvent activated adhesive applied to back of each tag.
- D. Attach tags with 1/8 IN round or flat head screws to equipment without sufficient surface or body area, or porous surfaces.
 1. Where attachment with screws should not or cannot penetrate substrate, attach with plastic strap.
- E. Single items of equipment enclosed in a housing or compartment to be tagged on outside of housing.
 1. Several items of equipment mounted in housing to be individually tagged inside the compartment.
- F. Tracer Wire:
 1. Attach to pipe at a maximum of 10 FT intervals with tape or tie-wraps.
 2. Continuous pass from each valve box and above grade at each structure.

3. Coil enough wire at each valve box to extend wire a foot above the ground surface.
4. 1,000 FT maximum spacing between valve boxes.
5. If split bolts are used for splicing, wrap with electrical tape.
6. If wire nuts are used for splicing, knot wire at each splice point leaving 6 IN of wire for splicing.
7. Use continuous strand of wire between valve box where possible.
 - a. Continuous length shall be no shorter than 100 FT.

3.2 Schedules

A. Process Systems:

1. General:
 - a. Provide arrows and markers on piping.
 - 1) At 20 FT maximum centers along continuous lines.
 - 2) At changes in direction (route) or obstructions.
 - 3) At valves, risers, "T" joints, machinery or equipment.
 - 4) Where pipes pass through floors, walls, ceilings, cladding assemblies and like obstructions provide markers on both sides.
 - b. Position markers on both sides of pipe with arrow markers pointing in flow direction.
 - 1) If flow is in both directions use double headed arrow markers.
 - c. Apply tapes and stenciling in uniform manner parallel to piping.
2. Valves and slide gates:
 - a. Tag type:
 - 1) Indoor noncorrosive:
 - a) Type A1 - Round Metal Tags.
 - b) Type B1 - Square Nonmetallic Tags.
 - 2) Indoor corrosive:
 - a) Stainless steel Type A1 - Round Metal Tags.
 - b) Type B1 - Square Nonmetallic Tags.
 - b. Fastener:
 - 1) Type A1: Chain of the same material.
 - 2) Type B1: Stainless steel chain.
 - c. Color: Per ASME A13.1 corresponding to the piping system.
 - d. Legend:
 - 1) Letter height: 1/4 IN minimum.
 - 2) Valve designation as indicated on the Drawings (e.g., "V-xxx").
3. Process equipment (e.g., pumps, pump motors, blowers, air compressors, bar screens, clarifier drive mechanism, etc.):
 - a. Tag type:
 - 1) Type B2 - Nonmetallic Signs.
 - 2) Type D - Self-Adhesive Tape Tags and Signs.
 - 3) Type G - Stenciling System.
 - b. Fastener:
 - 1) Self.
 - 2) Screws.
 - 3) Adhesive.
 - c. Legend:
 - 1) Letter height: 1/2 IN minimum.
 - 2) Equipment designation as indicated on the Drawings (e.g., "Primary Sludge Pump P-xxx").
4. Piping systems:
 - a. Tag type:
 - 1) Indoor locations:
 - a) Type D - Self-Adhesive Tape Tags and Signs.
 - b) Type G - Stenciling System.
 - b. Fastener: Self.
 - c. Color: Per ASME A13.1.

- d. Legend:
 - 1) Letter height: Manufacturers standard for the pipe diameter.
 - 2) Mark piping in accordance with ASME A13.1.
 - 3) Use piping designation as indicated on the Drawings.
 - 4) Arrow: Single arrow.
- 5. Process tanks (over 1000 GAL) and basins, (e.g., chemical storage, clarifiers, trickling filters, digesters, etc):
 - a. Tag type:
 - 1) Type B2 - Nonmetallic Signs.
 - 2) Type G - Stenciling System.
 - b. Fastener:
 - 1) Screw.
 - 2) Self.
 - c. Location as directed by Owner.
 - d. Legend:
 - 1) Letter height: 4 IN minimum.
 - 2) Equipment designation as indicated on the Drawings (e.g., "Clarifier CL-xxx").
- 6. Equipment that starts automatically:
 - a. Tag type:
 - 1) Type B2 - Nonmetallic Signs.
 - 2) Type D - Self-Adhesive Tape Tags and Signs.
 - b. Fastener:
 - 1) Type B2 - Screw or adhesive.
 - 2) Type D - Self.
 - c. Size: 5 IN x 7 IN
 - d. Legend:
 - 1) OSHA Warning Sign.
 - 2) Description of Warning: "THIS MACHINE STARTS AUTOMATICALLY".

B. Instrumentation Systems:

- 1. Instrumentation Equipment (e.g., flow control valves, primary elements, etc.):
 - a. Tag type:
 - 1) Indoor noncorrosive:
 - a) Type A1 - Round Metal Tags.
 - b) Type B1 - Square Nonmetallic Tags.
 - 2) Indoor corrosive:
 - a) Stainless steel Type A1 - Round Metal Tags.
 - b) Type B1 - Square Nonmetallic Tags.
 - b. Fastener:
 - 1) Type A1: Chain of the same material.
 - 2) Type B1: Stainless steel chain.
 - c. Legend:
 - 1) Letter height: 1/4 IN minimum.
 - 2) Equipment ISA designation as indicated on the Drawings (e.g., "FIT-xxx").
- 2. Enclosure for instrumentation and control equipment, (e.g., PLC control panels, etc.):
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:
 - 1) Letter height: 1/2 IN minimum.
 - 2) Equipment name (e.g., "PLC CONTROL PANEL PCP-xxx").
- 3. Components inside equipment enclosure, (e.g., PLC's, control relays, contactors, and timers):
 - a. Tag type: Type D - Self-Adhesive Tape Tags.
 - b. Fastener: Self.
 - c. Legend:
 - 1) Letter height: 3/16 IN minimum.

- 2) Description or function of component (e.g., "PLC-xxx" or "CR-xxx").
4. Through enclosure door mounted components (e.g., selector switches, controller digital displays, etc.):
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:
 - 1) Letter height: 1/4 IN minimum.
 - 2) Component ISA tag number as indicated on the Drawings (e.g., "HS-xxx").

C. Electrical Systems:

1. Switchgear, switchboards and motor control centers:
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Main equipment legend:
 - 1) Letter height:
 - a) First line: 1 IN minimum.
 - b) Subsequent lines: 3/8 IN minimum.
 - 2) First line: Equipment name (e.g., "MAIN SWITCHBOARD MSBxxx").
 - 3) Second line:
 - a) Source of power (e.g., "FED FROM MCCxxx LOCATED IN ROOM xxx").
 - b) Include the building name or number if the source is in another building.
 - 4) Third line: System voltage and phase (e.g., "480/277 V, 3PH").
 - 5) Fourth line: Date installed (e.g., "INSTALLED JULY 20xx").
 - d. Main and feeder device legend:
 - 1) Letter height: 3/8 IN minimum.
 - 2) Description of load (e.g., "MAIN DISCONNECT", "PUMP Pxxx" or "PANELBOARD HPxxx").
2. Panelboards and transformers:
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:
 - 1) Letter height:
 - a) First line: 3/8 IN minimum.
 - b) Subsequent lines: 3/16 IN minimum.
 - 2) First line: Equipment name (e.g., "PANELBOARD LPxxx" or "TRANSFORMER Txxx").
 - 3) Second line (panelboards only): System voltage and phase (e.g., "208/120V, 3PH").
 - 4) Third line:
 - a) Source of power (e.g., "FED FROM MCCxxx LOCATED IN ROOM xxx").
 - b) Include the building name or number if the source is in another building.
 - 5) Fourth line: Date installed (e.g., "INSTALLED JULY 20xx").
3. Safety switches, separately mounted circuit breakers and motor starters, VFD's, etc.:
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:
 - 1) Letter height: 1/4 IN minimum.
 - 2) First line: Description of load equipment is connected to (e.g., "PUMP Pxxx").
 - 3) Second line:
 - a) Source of power (e.g., "FED FROM MCCxxx LOCATED IN ROOM xxx").
 - b) The source of power room number is only required when there are multiple electrical rooms, if the source is in another building, the building name or number shall be used.
4. Enclosure for instrumentation and control equipment, (e.g., lighting control panels, etc.):
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:

- 1) Letter height: 1/2 IN minimum.
- 2) Equipment name (e.g., "LIGHTING CONTROL PANEL LCPxxx").
5. Components inside equipment enclosures (e.g., circuit breakers, fuses, control power transformers, control relays, contactors, timers, etc.):
 - a. Tag type: Type D - Self-Adhesive Tape Tags and Signs.
 - b. Fastener: Self.
 - c. Legend:
 - 1) Letter height: 3/16 IN minimum.
 - 2) Description or function of component (e.g., "M-xxx", "CR-xxx" or "TR-xxx").
6. Through enclosure door mounted equipment (e.g., selector switches, controller digital displays, etc.):
 - a. Tag type: Type C - Phenolic Name Plates.
 - b. Fastener: Screws.
 - c. Legend:
 - 1) Letter height: 1/4 IN minimum.
 - 2) Component tag number as indicated on the Drawings or as defined by contractor (e.g., "HS-xxx").
7. Conductors in control panels and in pull or junction boxes where multiple circuits exist.
 - a. Tag type: Type D - Self-Adhesive Tape Tags.
 - b. Fastener: Self.
 - c. Tag conductor at both ends.
 - d. Legend:
 - 1) Letter height: 1/8 IN minimum.
 - 2) Circuit number or wire number as scheduled on the Drawings or as furnished with the equipment.
8. Grounding conductors associated with grounding electrode system in accordance with the following:
 - a. Tag type: Type D - Self-Adhesive Tape Tags.
 - b. Fastener: Self.
 - c. Legend:
 - 1) Letter height: 1/8 IN minimum.
 - 2) Function of conductor (e.g., "MAIN BONDING JUMPER", "TO GROUND RING", "TO MAIN WATER PIPE").
9. Flash protection for switchboards, panelboards, industrial control panels and motor control centers:
 - a. Tag type: Type D - Self-Adhesive Tape Signs.
 - b. Fastener: Self.
 - c. Legend: Per NFPA 70.
10. Equipment where more than one voltage source is present:
 - a. Tag type:
 - 1) Type B2 - Nonmetallic Signs.
 - 2) Type D - Self-Adhesive Tape Signs.
 - b. Fastener:
 - 1) Screw or adhesive.
 - 2) Self.
 - c. Size: 1-3/4 IN x 2-1/2 IN.
 - d. Location: Exterior face of enclosure or cubical.
 - e. Legend:
 - 1) OSHA Danger Sign.
 - 2) Description of Danger: "MULTIPLE VOLTAGE SOURCES".

END OF SECTION 10 14 00

SECTION 22 11 16 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes under-building-slab and aboveground domestic water pipes, tubes, and fittings inside buildings.
- B. Related Requirements:
 - 1. Section 22 11 13 "Facility Water Distribution Piping" for water-service piping outside the building from source to the point where water-service piping enters the building.

1.2 ACTION SUBMITTALS

- A. Product Data: For transition fittings and dielectric fittings.

1.3 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G.

2.2 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.
- B. Soft Copper Tube: ASTM B 88, Type K water tube, annealed temper.
- C. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- D. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- E. Copper Unions:
 - 1. MSS SP-123.
 - 2. Cast-copper-alloy, hexagonal-stock body.
 - 3. Ball-and-socket, metal-to-metal seating surfaces.
 - 4. Solder-joint or threaded ends.
- F. Copper Pressure-Seal-Joint Fittings:
 - 1. Fittings for NPS 2 and Smaller: Wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
 - 2. Fittings for NPS 2-1/2 to NPS 4: Cast-bronze or wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
- G. Copper Push-on-Joint Fittings:

1. Cast-copper fitting complying with ASME B16.18 or wrought-copper fitting complying with ASME B 16.22.
2. Stainless-steel teeth and EPDM-rubber, O-ring seal in each end instead of solder-joint ends.

2.3 GALVANIZED-STEEL PIPE AND FITTINGS

A. Galvanized-Steel Pipe:

1. ASTM A 53/A 53M, Type E, Grade B, Standard Weight.
2. Include ends matching joining method.

B. Galvanized-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M or ASTM A 106/A 106M, Standard Weight, seamless steel pipe with threaded ends.

C. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.

D. Malleable-Iron Unions:

1. ASME B16.39, Class 150.
2. Hexagonal-stock body.
3. Ball-and-socket, metal-to-metal, bronze seating surface.
4. Threaded ends.

E. Flanges: ASME B16.1, Class 125, cast iron.

2.4 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials:

1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
2. Full-face or ring type unless otherwise indicated.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Solder Filler Metals: ASTM B 32, lead-free alloys.

D. Flux: ASTM B 813, water flushable.

E. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

2.5 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

2.6 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

- B. Dielectric Unions:
 1. Standard: ASSE 1079.
 2. Pressure Rating: 150 psig.
 3. End Connections: Solder-joint copper alloy and threaded ferrous.

- C. Dielectric Flanges:
 1. Standard: ASSE 1079.
 2. Factory-fabricated, bolted, companion-flange assembly.
 3. Pressure Rating: 150 psig.
 4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

- D. Dielectric-Flange Insulating Kits:
 1. Nonconducting materials for field assembly of companion flanges.
 2. Pressure Rating: 150 psig.
 3. Gasket: Neoprene or phenolic.
 4. Bolt Sleeves: Phenolic or polyethylene.
 5. Washers: Phenolic with steel backing washers.

- E. Dielectric Nipples:
 1. Standard: IAPMO PS 66.
 2. Electroplated steel nipple complying with ASTM F 1545.
 3. Pressure Rating and Temperature: 300 psig at 225 deg F.
 4. End Connections: Male threaded or grooved.
 5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Comply with requirements in Section 31 20 00 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."

- C. Install ductile-iron piping under building slab with restrained joints according to AWWA C600 and AWWA M41.

- D. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve inside the building at each domestic water-service entrance. Comply with requirements for pressure gages in Section 22 05 19 "Meters and Gages for Plumbing Piping" and with requirements for drain valves and strainers in Section 22 11 19 "Domestic Water Piping Specialties."

- E. Install shutoff valve immediately upstream of each dielectric fitting.

- F. Install water-pressure-reducing valves downstream from shutoff valves. Comply with requirements for pressure-reducing valves in Section 22 11 19 "Domestic Water Piping Specialties."
- G. Install domestic water piping level without pitch and plumb.
- H. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- I. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- J. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- K. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- L. Install piping to permit valve servicing.
- M. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- N. Install piping free of sags and bends.
- O. Install fittings for changes in direction and branch connections.
- P. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- Q. Install pressure gages on suction and discharge piping for each plumbing pump and packaged booster pump. Comply with requirements for pressure gages in Section 22 05 19 "Meters and Gages for Plumbing Piping."
- R. Install thermostats in hot-water circulation piping. Comply with requirements for thermostats in Section 22 11 23 "Domestic Water Pumps."
- S. Install thermometers on inlet and outlet piping from each water heater. Comply with requirements for thermometers in Section 22 05 19 "Meters and Gages for Plumbing Piping."
- T. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- U. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- V. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 22 05 18 "Escutcheons for Plumbing Piping."

3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Brazed Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools recommended by fitting manufacturer.
- G. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.
- H. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.4 TRANSITION FITTING INSTALLATION

- A. Install transition couplings at joints of dissimilar piping.
- B. Transition Fittings in Underground Domestic Water Piping:
 - 1. Fittings for NPS 1-1/2 and Smaller: Fitting-type coupling.
 - 2. Fittings for NPS 2 and Larger: Sleeve-type coupling.

3.5 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flanges.
- D. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for pipe hanger, support products, and installation in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment."
 - 1. Vertical Piping: MSS Type 8 or 42, clamps.
 - 2. Individual, Straight, Horizontal Piping Runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
 - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.

4. Base of Vertical Piping: MSS Type 52, spring hangers.
- B. Support vertical piping and tubing at base and at each floor.
 - C. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.
 - D. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
 1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
 3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
 4. NPS 2-1/2: 108 inches with 1/2-inch rod.
 5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.
 6. NPS 6: 10 feet with 5/8-inch rod.
 7. NPS 8: 10 feet with 3/4-inch rod.
 - E. Install supports for vertical copper tubing every 10 feet.
 - F. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
 1. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.
 2. NPS 1-1/2: 108 inches with 3/8-inch rod.
 3. NPS 2: 10 feet with 3/8-inch rod.
 4. NPS 2-1/2: 11 feet with 1/2-inch rod.
 5. NPS 3 and NPS 3-1/2: 12 feet with 1/2-inch rod.
 6. NPS 4 and NPS 5: 12 feet with 5/8-inch rod.
 7. NPS 6: 12 feet with 3/4-inch rod.
 8. NPS 8 to NPS 12: 12 feet with 7/8-inch rod.
 - G. Install supports for vertical steel piping every 15 feet.
 - H. Install vinyl-coated hangers for CPVC piping with the following maximum horizontal spacing and minimum rod diameters:
 1. NPS 1 and Smaller: 36 inches with 3/8-inch rod.
 2. NPS 1-1/4 to NPS 2: 48 inches with 3/8-inch rod.
 3. NPS 2-1/2 to NPS 3-1/2: 48 inches with 1/2-inch rod.
 4. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.
 5. NPS 6: 48 inches with 3/4-inch rod.
 6. NPS 8: 48 inches with 7/8-inch rod.
 - I. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

3.7 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:

1. Domestic Water Booster Pumps: Cold-water suction and discharge piping.
2. Water Heaters: Cold-water inlet and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
3. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
4. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.8 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 22 05 53 "Identification for Plumbing Piping and Equipment."
- B. Label pressure piping with system operating pressure.

3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 1. Piping Inspections:
 - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
 - b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
 - 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
 - 2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
 - c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
 - d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
 2. Piping Tests:
 - a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 - b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
 - c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 - e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
 - f. Prepare reports for tests and for corrective action required.
- B. Domestic water piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.10 ADJUSTING

- A. Perform the following adjustments before operation:
 - 1. Close drain valves, hydrants, and hose bibbs.
 - 2. Open shutoff valves to fully open position.
 - 3. Open throttling valves to proper setting.
 - 4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
 - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
 - b. Adjust calibrated balancing valves to flows indicated.
 - 5. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
 - 6. Remove and clean strainer screens. Close drain valves and replace drain plugs.
 - 7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
 - 8. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.11 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:
 - 1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
 - 2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Repeat procedures if biological examination shows contamination.
 - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

3.12 PIPING SCHEDULE

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Under-building-slab, domestic water, building-service piping, NPS 3 and smaller, shall be the following:
 - 1. Soft copper tube, ASTM B 88, Type K; joints.

- E. Aboveground domestic water piping, NPS 2-1/2 and smaller, shall be the following:
1. Hard copper tube, ASTM B 88, Type L; wrought-copper, solder-joint fittings; and soldered joints.
 2. Hard copper tube, ASTM B 88, Type L; copper pressure-seal-joint fittings; and pressure-sealed joints.
 3. All above ground water piping larger than 2-1/2 and all above ground water piping in the Grit Building, the Raw Sewage Pump Station, and Maintenance/Ferric Chloride building shall be galvanized steel pipe.

END OF SECTION 22 11 16

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SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

1.2 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
 - 6. Other acceptable manufacturers as approved by the Engineer.

2.2 Tinned Copper Conductors

- A. Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types RHW-2 with XLPE insulation.

2.3 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
 - 6. Other acceptable manufacturers as approved by the Engineer
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Tin plated copper.
 - 2. Type: two hole with long barrels.
 - 3. Termination: Compression

2.4 SLEEVES SEALS

- A. See specification 26 05 44 – Sleeves and Sleeve Seals for Electrical raceways and cables.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Tinned Copper; stranded.
- B. Branch Circuits: Tinned Copper; stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type RHW-2, XLPE insulation, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type RHW-2, XLPE insulation, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type RHW-2, XLPE insulation, single conductors in raceway.
- D. Exposed Branch Circuits, Including in Crawlspace: Type RHW-2, XLPE insulation, single conductors in raceway.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type RHW-2, XLPE insulation, single conductors in raceway.

- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type RHW-2, XLPE insulation, single conductors in raceway.
- G. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- H. Class 1 Control Circuits: Type THHN-THWN or XHHW-2, in raceway.
- I. Class 2 Control Circuits: Type THHN-THWN or XHHW-2, in raceway or Power-limited tray cable, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conduits shall be concealed in walls and ceilings in finished spaces such as offices and restrooms. Conduits in process or maintenance areas shall be surface mounted. Exterior conduits shall be buried except around areas of concrete tanks.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches and no side greater than 16 inches thickness shall be 0.052inch
 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches thickness shall be 0.138inch
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both wall surfaces.
- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 07 Section "Penetration Firestopping."
- L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - a. All exterior power and control circuits.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- D. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

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SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 1. UTP cabling.
 2. RS-232 cabling.
 3. RS-485 cabling.
 4. Low-voltage control cabling.
 5. Control-circuit conductors.
 6. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. IDC: Insulation displacement connector.
- C. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- D. Open Cabling: Passing telecommunications cabling through open space (e.g., between the studs of a wall cavity).
- E. RCDD: Registered Communications Distribution Designer.
- F. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- C. Source quality-control reports.
- D. Field quality-control reports.
- E. Maintenance Data: For wire and cable to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.
- B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 50 or less.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
 - 1. Test each pair of UTP cable for open and short circuits.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install UTP and optical fiber cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 PATHWAYS

- A. Conduit and Boxes: Comply with requirements in Division 26 Section "Raceway and Boxes for Electrical Systems." Flexible metal conduit shall not be used. Sealtight conduit may be used for final connections to devices where flexibility is required.
 - 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

2.2 UTP CABLE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Belden CDT Inc.; Electronics Division.
 - 2. Berk-Tek; a Nexans company.
 - 3. CommScope, Inc.
 - 4. Draka USA.
 - 5. Genesis Cable Products; Honeywell International, Inc.
 - 6. KRONE Incorporated.
 - 7. Mohawk; a division of Belden CDT.
 - 8. Nordex/CDT; a subsidiary of Cable Design Technologies.
 - 9. Superior Essex Inc.

10. SYSTIMAX Solutions; a CommScope, Inc. brand.
11. 3M.
12. Tyco Electronics/AMP Netconnect; Tyco International Ltd.

- B. Description: 100-ohm, four-pair UTP with a blue thermoplastic jacket.
1. Comply with Category 6.
 2. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444 and NFPA 70 for the following types:
 - a. Communications, General Purpose: Type CM or Type CMG.
 - b. Communications, Plenum Rated: Type CMP, complying with NFPA 262.
 - c. Communications, Riser Rated: Type CMR; complying with UL 1666.
 - d. Communications, Limited Purpose: Type CMX.
 - e. Multipurpose: Type MP or Type MPG.
 - f. Multipurpose, Plenum Rated: Type MPP, complying with NFPA 262.
 - g. Multipurpose, Riser Rated: Type MPR, complying with UL 1666.

2.3 UTP CABLE HARDWARE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. American Technology Systems Industries, Inc.
 2. Dynacom Corporation.
 3. Hubbell Premise Wiring.
 4. KRONE Incorporated.
 5. Leviton Voice & Data Division.
 6. Molex Premise Networks; a division of Molex, Inc.
 7. Nordex/CDT; a subsidiary of Cable Design Technologies.
 8. Panduit Corp.
 9. Siemon Co. (The).
 10. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
- B. UTP Cable Connecting Hardware: IDC type, using modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of the same category or higher.
- C. Connecting Blocks: 66 style for Category 6. Provide blocks for the number of cables terminated on the block, plus 25 percent spare; integral with connector bodies, including plugs and jacks where indicated.

2.4 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
1. One pair, twisted, No. 18 AWG, stranded tinned-copper conductors.
 2. PVC insulation.
 3. Shielded.
 4. PVC jacket.
 5. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
1. One pair, twisted, No. 18 AWG, stranded tinned-copper conductors.
 2. PVC insulation.
 3. Shielded.
 4. PVC jacket.
 5. Flame Resistance: Comply with NFPA 262.

- C. Paired Cable: NFPA 70, Type CMG.
 - 1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
 - 2. PVC insulation.
 - 3. Shielded.
 - 4. PVC jacket.
 - 5. Flame Resistance: Comply with UL 1581.

- D. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
 - 1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
 - 2. Fluorinated ethylene propylene insulation.
 - 3. Shielded.
 - 4. Plastic jacket.
 - 5. Flame Resistance: NFPA 262, Flame Test.

2.5 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN-2-THWN-2 or Type XHHN-2, in raceway, complying with UL 83 or UL 44.
- B. Class 2 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway or Type XHHN-2, in raceway, complying with UL 83 or UL 44.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or Type TF, complying with UL 83.

2.6 IDENTIFICATION PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Brady Corporation.
 - 2. HellermannTyton.
 - 3. Kroy LLC.
 - 4. Panduit Corp.
- B. Comply with UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

2.7 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test UTP cables according to TIA/EIA-568-B.
- C. Cable will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 INSTALLATION OF PATHWAYS

- A. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.
- B. Comply with requirements in Division 26 Section "Raceway and Boxes for Electrical Systems" for installation of conduits and wireways.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Pathway Installation in Equipment Rooms:
 - 1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed or in the corner of room if multiple sheets of plywood are installed around perimeter walls of room.
 - 2. Secure conduits to backboard if entering room from overhead.
 - 3. Extend conduits 3 inches above finished floor.
 - 4. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
 - 1. Comply with TIA/EIA-568-B.1.
 - 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
 - 3. Terminate all conductors; no cable shall contain un-terminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 - 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 - 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
 - 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 - 7. Cold-Weather Installation: Bring cable to room temperature before de-reeling. Heat lamps shall not be used for heating.
 - 8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- C. UTP Cable Installation:
 - 1. Comply with TIA/EIA-568-B.
 - 2. Install 110-style IDC termination hardware unless otherwise indicated.
 - 3. Do not untwist UTP cables more than ½-inch from the point of termination to maintain cable geometry.

- D. Installation of Control-Circuit Conductors:
 - 1. Install wiring in raceways. Comply with requirements specified in Division 26 Section "Raceway and Boxes for Electrical Systems."

- E. Separation from EMI Sources:
 - 1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
 - 2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.
 - 3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
 - 4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.
 - 5. Separation between Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
 - 6. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.3 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
 - 1. Class 1 remote-control and signal circuits, No 14 AWG.
 - 2. Class 2 low-energy, remote-control, and signal circuits, No. 16 AWG.
 - 3. Class 3 low-energy, remote-control, alarm, and signal circuits, No 12 AWG.

3.4 FIRESTOPPING

- A. Comply with requirements in Division 07 Section "Penetration Firestopping."
- B. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.5 GROUNDING

- A. For data communication wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. For low-voltage wiring and cabling, comply with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems."

3.6 IDENTIFICATION

- A. Identify system components, wiring, and cabling according to TIA/EIA-606-A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Visually inspect UTP jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments and inspect cabling connections to confirm compliance with TIA/EIA-568-B.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test UTP cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- D. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide or transfer the data from the instrument to the computer, save as text files, print, and submit.
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 26 05 23

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SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Ground rings.
 - 3. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at ground rings grounding connections for separately derived systems based on NFPA 70B.
 - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Stranded Conductors: ASTM B 8.
 - 2. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 3. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.

- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- K. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- L. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- M. Straps: Solid copper, copper lugs. Rated for 600 A.
- N. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- O. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- P. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with stainless-steel bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.
 - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 5/8 by 96 inches.
- B. Ground Plates: 1/4 inch thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install barecopper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Receptacle circuits.
 4. Single-phase motor and appliance branch circuits.
 5. Three-phase motor and appliance branch circuits.
 6. Flexible raceway runs.
 7. Armored and metal-clad cable runs.
 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
 9. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

- G. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- H. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
 - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
 - 3. Barbed Wire: Strands shall be bonded to the grounding conductor.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

- F. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.
- G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- H. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
 - 1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 - 2. Bury ground ring not less than 24 inches from building's foundation.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections with the assistance of a factory-authorized service representative.
- D. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
5. Substations and Pad-Mounted Equipment: 5 ohms.
6. Manhole Grounds: 10 ohms.

H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.03 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.04 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of three times the applied force.

1.05 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with NFPA 70.

1.06 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 - PRODUCTS

2.01 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 4. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Hot dipped galvanized steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; hot dip galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

- 3) MKT Fastening, LLC.
- 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.02 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.01 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4-inch diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.02 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lbs

- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts or Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69 or Spring-tension clamps.
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.03 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.04 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.05 PAINTING

- A. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 05 29

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. EPDM: Ethylene-propylene-diene terpolymer rubber.
- D. FMC: Flexible metal conduit.
- E. IMC: Intermediate metal conduit.
- F. LFMC: Liquidtight flexible metal conduit.
- G. LFNC: Liquidtight flexible nonmetallic conduit.
- H. NBR: Acrylonitrile-butadiene rubber.
- I. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For conduit, fittings, boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.
 - 2. Process piping items and structural features in the paths of conduit groups with common supports.
- D. Qualification Data: For professional engineer and testing agency.
- E. Source quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflec Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
- B. Rigid Steel Conduit: ANSI C80.1. Provide hot-dipped galvanized steel.
- C. IMC: ANSI C80.6.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040-inch minimum.
- E. EMT: ANSI C80.3.
- F. FMC: Zinc-coated steel, Aluminum, Zinc-coated steel or aluminum.
- G. LFMC: Flexible steel conduit with PVC jacket.
- H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 - 2. Fittings for EMT: Steel, set-screw type.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040-inch with overlapping sleeves protecting threaded joints.
- I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Anamet Electrical, Inc.; Anaconda Metal Hose.
3. Arnco Corporation.
4. CANTEX Inc.
5. CertainTeed Corp.; Pipe & Plastics Group.
6. Condux International, Inc.
7. ElecSYS, Inc.
8. Electri-Flex Co.
9. Lamson & Sessions; Carlon Electrical Products.
10. Manhattan/CDT/Cole-Flex.
11. RACO; a Hubbell Company.
12. Thomas & Betts Corporation.

B. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.

C. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

2.3 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper B-Line, Inc.
2. Hoffman.
3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 3R, unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: All wireways to include cover to maintain NEMA rating.

E. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers up to 1" and screw fastened covers over 1". Pre-painted.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hubbell Wiring Device-Kellems
 - b. Legrand.
 - c. Walker Systems, Inc.; Wiremold Company (The).
 - d. Wiremold Company (The); Electrical Sales Division.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman.

5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet Division.
10. Spring City Electrical Manufacturing Company.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

E. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

F. Hinged-Cover Enclosures: NEMA 250, Type 12 Gasketed, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic.

G. Cabinets:

1. NEMA 250, Type 4X, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Use rigid galvanized steel conduit or EPC-40-PVC where not subject to damage and approved by the Engineer.
2. Concealed Conduit, Aboveground: Use rigid galvanized steel conduit where subject to damage, otherwise use EMT.
3. Underground Conduit: Use only PVC coated rigid galvanized steel conduit, or RNC, Type EPC- 40-PVC.
4. Hazardous Locations: Use PVC coated rigid galvanized steel.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
6. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or 4.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, dry, Not Subject to Physical Damage: Rigid galvanized steel conduit.
2. Exposed and Subject to Physical Damage: Rigid galvanized steel conduit.
3. Concealed in Ceilings and Interior Walls and Partitions: Rigid steel conduit, IMC, or EMT.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: PVC coated rigid galvanized steel conduit.
6. Hazardous Locations: Use PVC coated rigid galvanized steel.
7. Corrosive environment: Use only non-metallic boxes, raceways and fittings EPC-40-PVC, with stainless fasteners.
8. Underground within buildings: Use only EPC-40-PVC.
9. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4X, stainless steel in damp or wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Install conduit parallel or perpendicular to building structural members. Raceways above radius corridors shall follow the path of the corridor.

C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

D. Complete raceway installation before starting conductor installation.

E. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

F. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

G. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

H. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lbtensile strength. Leave at least 12 inches of slack at each end of pull wire.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- M. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 degree F and that has straight-run length that exceeds 25 feet
 - 1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 degree F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 degree F temperature change.
 - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 degree F temperature change.
 - d. Attics: 135 degree F temperature change.
 - 2. Install fitting(s) that provide expansion and contraction for at least 0.00041-inch per foot of length of straight run per degree F of temperature change.
 - 3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.
- N. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- P. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches in nominal diameter.
 - 2. After installing conduit, backfill with Class 2 material and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."
 - 3. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor. Wrap all steel conduit underground with PVC pipe wrap adhesive tape.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
5. Warning Tape: Bury warning tape approximately 12 inches above direct-buried conduits, continuously along the length of the conduit.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, below grade.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. See Specification 26 05 44 Sleeves and Sleeve seals for electrical raceways and cabling.

3.6 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

3.7 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

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SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 07 84 13 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.2 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

- ##### B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches thickness shall be 0.052 inch
 - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches thickness shall be 0.138 inch

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 - d. Pipeline Seal and Insulator, Inc.
 - e. Proco Products, Inc.
 2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 3. Pressure Plates: Carbon steel.
 4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Presealed Systems.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 26 05 44

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.03 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.04 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.05 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's

wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.01 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05-inch with stamped legend, punched for use with self-locking cable tie fastener.
- E. Write-On Tags: Polyester tag, 0.015-inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.02 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.03 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, 0.015-inchthick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.04 FLOOR MARKING TAPE

- A. 2-inchwide, 5-milpressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.05 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inchgrommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inchgalvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inchgrommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES"

2.06 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16-inchthick for signs up to 20 sq. inches and 1/8-inchthick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch Overlay shall provide a weatherproof and UV-resistant seal for label.

2.07 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8-inch
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be-3/8-inch

2.08 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16-inch
 - 2. Tensile Strength at 73 degree F According to ASTM D 638: 12,000 psi
 - 3. Temperature Range: Minus 40 to plus 185 degree F
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16-inch
 - 2. Tensile Strength at 73 degree F According to ASTM D 638: 12,000 psi
 - 3. Temperature Range: Minus 40 to plus 185 degree F
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
 - 1. Minimum Width: 3/16-inch

2. Tensile Strength at 73 degree F According to ASTM D 638: 7000 psi
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 degree F
5. Color: Black.

2.09 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-footmaximum intervals in straight runs, and at 25-footmaximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- J. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.02 IDENTIFICATION SCHEDULE

- A. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Self-adhesive vinyl labels. Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 30-foot maximum intervals.
- C. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
 - 3. UPS.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and hand holes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Conductors to Be Extended in the Future: Attach write-on tags or marker tape to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Install underground-line warning tape for both direct-buried cables and cables in raceway.

- I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.

- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - g. Substations.
 - h. Emergency system boxes and enclosures.
 - i. Motor-control centers.
 - j. Enclosed switches.
 - k. Enclosed circuit breakers.

- l. Enclosed controllers.
- m. Variable-speed controllers.
- n. Push-button stations.
- o. Power transfer equipment.
- p. Contactors.
- q. Power-generating units.
- r. Monitoring and control equipment.

END OF SECTION 26 05 53

SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Receptacle switches.
 - 4. Shunt trip switches.
 - 5. Molded-case circuit breakers (MCCBs).
 - 6. Enclosures.

1.2 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Square D; a brand of Schneider Electric.
 - 2. Cutler Hammer.
 - 3. General Electric.
- B. Type HD, Heavy Duty, Single Throw, 460-V ac, 800 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with cartridge fuse interiors to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 - 4. Lugs: Suitable for number, size, and conductor material.
 - 5. Auxiliary contact for interlock of switch position with other control devices.

2.2 NONFUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Square D; a brand of Schneider Electric.
 - 2. Cutler Hammer.
 - 3. General Electric.
- B. Type HD, Heavy Duty, Single Throw, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Lugs: Suitable for number, size, and conductor material.

4. Auxiliary contact for interlock of switch position with other control devices.

2.3 MOLDED-CASE CIRCUIT BREAKERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 1. Square D; a brand of Schneider Electric.
 2. Cutler Hammer.
 3. General Electric.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 150 A and larger.
- D. Features and Accessories:
 1. Standard frame sizes, trip ratings, and number of poles.
 2. Lugs: Suitable for number, size, trip ratings, and conductor material.
 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
 4. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact where indicated on plans.

2.4 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 1. Indoor: NEMA 250, Type 4X.
 2. Outdoor: NEMA 250, Type 4X.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

3.2 IDENTIFICATION

- A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Perform NEC required or manufacturer recommended adjustment and testing of all circuit breakers with adjustable trip units.
 - 3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 26 28 16

SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections:
 - 1. Section 01 79 00 "Demonstration and Training."
 - 2. Section 43 23 21 "Centrifugal Water Pumps"

1.2 SUMMARY

- A. This Section includes solid-state, PWM, VFCs for speed control of three-phase, squirrel-cage induction motors.

1.3 DEFINITIONS

- A. BMS: Building management system.
- B. IGBT: Integrated gate bipolar transistor.
- C. LAN: Local area network.
- D. PID: Control action, proportional plus integral plus derivative.
- E. PWM: Pulse-width modulated.
- F. VFC: Variable frequency controller.

1.4 SUBMITTALS

- A. Product Data: For each type of VFC. Include dimensions, mounting arrangements, location for conduit entries, shipping and operating weights, and manufacturer's technical data on features, performance, electrical ratings, characteristics, and finishes.
- B. Shop Drawings: For each VFC.
 - 1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Each installed unit's type and details.
 - b. Nameplate legends.
 - c. Short-circuit current rating of integrated unit.
 - d. Listed and labeled for series rating of overcurrent protective devices in combination controllers by an NRTL acceptable to authorities having jurisdiction.
 - e. Features, characteristics, ratings, and factory settings of each motor-control center unit.
 - 2. Wiring Diagrams: Power, signal, and control wiring for VFCs. Provide schematic wiring diagram for each type of VFC.
- C. Coordination Drawings: Floor plans, drawn to scale, showing dimensioned layout, required working clearances, and required area above and around VFCs where pipe and ducts are prohibited. Show VFC layout and relationships between electrical components and adjacent

structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate field measurements.

- D. Qualification Data: For manufacturer.
- E. Field quality-control test reports.
- F. Operation and Maintenance Data: For VFCs, all installed devices, and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Routine maintenance requirements for VFCs and all installed components.
 - 2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
- G. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed and arrange to demonstrate that dip switch settings for motor running overload protection suit actual motor to be protected.

1.5 QUALITY ASSURANCE

- 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Source Limitations: Obtain VFCs of a single type through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NFPA 70.
- E. Product Selection for Restricted Space: Drawings indicate maximum dimensions for VFCs, minimum clearances between VFCs, and adjacent surfaces and other items. Comply with indicated maximum dimensions and clearances.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver VFCs in shipping splits of lengths that can be moved past obstructions in delivery path as indicated.
- B. Store VFCs indoors in clean, dry space with uniform temperature to prevent condensation. Protect VFCs from exposure to dirt, fumes, water, corrosive substances, and physical damage.
- C. If stored in areas subject to weather, cover VFCs to protect them from weather, dirt, dust, corrosive substances, and physical damage. Remove loose packing and flammable materials from inside controllers; install electric heating of sufficient wattage to prevent condensation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation, capable of driving full load without derating, under the following conditions, unless otherwise indicated:
 - 1. Ambient Temperature: 0 to 40 degrees C.
 - 2. Humidity: Less than 90 percent (noncondensing).
 - 3. Altitude: Not exceeding 2000 feet

- B. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 1. Notify Owner no fewer than five days in advance of proposed interruption of electrical service.
 2. Indicate method of providing temporary electrical service.
 3. Do not proceed with interruption of electrical service without Owner's written permission.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for VFCs, including clearances between VFCs, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

1.8 COORDINATION

- A. Coordinate layout and installation of VFCs with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate features of VFCs, installed units, and accessory devices with pilot devices and control circuits to which they connect.
- C. Coordinate features, accessories, and functions of each VFC and each installed unit with ratings and characteristics of supply circuit, motor, required control sequence, and duty cycle of motor and load.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Spare Fuses: Furnish one spare for every five installed, but no fewer than one set of three of each type and rating.
 2. Indicating Lights: Two of each type installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. ABB Power Distribution, Inc.; ABB Control, Inc. Subsidiary.
 2. Square D by Schneider Electric.
 3. Rockwell Automation; Allen-Bradley Co.; Industrial Control Group.
 4. Siemens Energy and Automation; Industrial Products Division.

2.2 VARIABLE FREQUENCY CONTROLLERS

- A. Description: NEMA ICS 2, IGBT, PWM, VFC; listed and labeled as a complete unit and arranged to provide variable speed of an NEMA MG 1, Design B, 3-phase induction motor by adjusting output voltage and frequency.
 1. Provide unit suitable for operation of premium-efficiency motor as defined by NEMA MG 1.
 2. VFD shall be an "Open loop vector" style such that it shall be able to maintain 100% torque down to 3 Hz.
- B. Design and Rating: Match load type such as fans, blowers, and pumps; and type of connection used between motor and load such as direct or through a power-transmission connection.

- C. Output Rating: 3-phase; 3 to 60 Hz, with voltage proportional to frequency throughout voltage range.
- D. Unit Operating Requirements:
 - 1. Input ac voltage tolerance of 460 V, plus or minus 10 percent.
 - 2. Input frequency tolerance of 50/60 Hz, plus or minus 6 percent.
 - 3. Minimum Efficiency: 96 percent at 60 Hz, full load.
 - 4. Minimum Displacement Primary-Side Power Factor: 96 percent.
 - 5. Overload Capability: 1.1 times the base load current for 60 seconds; 2.0 times the base load current for 3 seconds.
 - 6. Starting Torque: 100 percent of rated torque at zero speed shall be achievable and maintained at 3 Hz.
 - 7. Speed Regulation: Plus or minus 1 percent.
- E. Isolated control interface to allow controller to follow control signal over an 11:1 speed range.
 - 1. Electrical Signal: 4 to 20 mA at 24 V.
- F. Internal Adjustability Capabilities:
 - 1. Minimum Speed: 5 to 25 percent of maximum rpm.
 - 2. Maximum Speed: 80 to 100 percent of maximum rpm.
 - 3. Acceleration: 2 to a minimum of 120 seconds.
 - 4. Deceleration: 2 to a minimum of 120 seconds.
 - 5. Current Limit: 50 to a minimum of 110 percent of maximum rating.
- G. Self-Protection and Reliability Features:
 - 1. Input transient protection by means of surge suppressors.
 - 2. Under- and overvoltage trips; inverter over temperature, overload, and overcurrent trips.
 - 3. Motor Overload Relay: Adjustable and capable of NEMA ICS 2, Class 10 performance.
 - 4. Notch filter to prevent operation of the controller-motor-load combination at a natural frequency of the combination.
 - 5. Instantaneous line-to-line and line-to-ground overcurrent trips.
 - 6. Loss-of-phase protection.
 - 7. Reverse-phase protection.
 - 8. Short-circuit protection.
 - 9. Motor over temperature fault.
- H. Automatic Reset/Restart: Attempts three restarts after controller fault or on return of power after an interruption and before shutting down for manual reset or fault correction. Bidirectional auto-speed search shall be capable of starting into rotating loads spinning in either direction and returning motor to set speed in proper direction, without damage to controller, motor, or load.
- I. Power-Interruption Protection: To prevent motor from re-energizing after a power interruption until motor has stopped.
- J. Torque Boost: Automatically varies starting and continuous torque to at least 1.5 times the minimum torque to ensure high-starting torque and increased torque at slow speeds.
- K. Motor Temperature Compensation at Slow Speeds: Adjustable current fall-back based on output frequency for temperature protection of self-cooled, fan-ventilated motors at slow speeds.
- L. Input Line Conditioning: Manufacturers standard line reactor.
- M. Status Lights: Door-mounted LED indicators shall indicate the following conditions:
 - 1. Power on.
 - 2. Run.

- N. Panel-Mounted Operator Station: Hand-Off-Auto selector switch.
- O. Control Signal Interface:
 - 1. Electric Input Signal Interface: A minimum of 2 analog inputs (0 to 10 V or 0/4-20 mA) and 6 programmable digital inputs.
 - 2. Remote Signal Inputs: Capability to accept any of the following speed-setting input signals from the BMS or other control systems:
 - a. 0 to 10-V dc.
 - b. 0-20 or 4-20 mA.
 - c. Potentiometer using up/down digital inputs.
 - d. Fixed frequencies using digital inputs.
 - e. RS485.
 - f. Keypad display for local hand operation.
 - 3. Output Signal Interface:
 - a. A minimum of 1 analog output signal (0/4-20 mA), which can be programmed to any of the following:
 - 1) Output frequency (Hz).
 - 2) Output current (load).
 - 3) DC-link voltage (VDC).
 - 4) Motor torque (percent).
 - 5) Motor speed (rpm).
 - 6) Set-point frequency (Hz).
 - 4. Remote Indication Interface: A minimum of 2 dry circuit relay outputs (120-V ac, 1 A) for remote indication of the following:
 - a. Motor running.
 - b. Set-point speed reached.
 - c. Fault and warning indication (over temperature or overcurrent).
 - d. PID high- or low-speed limits reached.
- P. Communications: Provide an RS485 interface allowing VFC to be used with an external system within a multidrop LAN configuration. Interface shall allow all parameter settings of VFC to be programmed via BMS control. Provide capability for VFC to retain these settings within the nonvolatile memory.

2.3 ENCLOSURES

- A. NEMA 12
 - 1. Provide sufficient space for VFCs, line reactors, pump monitors and lockable disconnect switches.
- B. Single door, wall mounted.
- C. Forced air ventilation system for cooling.
- D. Top cable entry for cables.
- E. Include externally operable lockable disconnect switch.

2.4 ACCESSORIES

- A. Devices shall be factory installed in controller enclosure, unless otherwise indicated.
- B. Push-Button Stations, Pilot Lights, and Selector Switches: NEMA ICS 2, heavy-duty type.

- C. Finish: Manufacturer's standard color paint applied to factory-assembled and -tested VFCs before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, surfaces, and substrates to receive VFCs for compliance with requirements, installation tolerances, and other conditions affecting performance.
- B. Examine roughing-in for conduit systems to verify actual locations of conduit connections before VFC installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Select features of each VFC to coordinate with ratings and characteristics of supply circuit and motor; required control sequence; and duty cycle of motor, controller, and load.
- B. Select horsepower rating of controllers to suit motor controlled.

3.3 INSTALLATION

- A. Anchor each VFC assembly to steel-channel sills arranged and sized according to manufacturer's written instructions. Attach by bolting. Level and grout sills flush with mounting surface.
- B. Comply with mounting and anchoring requirements specified in Division 26 Section "Hangers and Supports for Electrical Systems."

3.4 IDENTIFICATION

- A. Identify VFCs, components, and control wiring according to Division 26 Section "Identification for Electrical Systems."
- B. Operating Instructions: Frame printed operating instructions for VFCs, including control sequences and emergency procedures. Fabricate frame of finished metal, and cover instructions with clear acrylic plastic. Mount on front of VFC units.

3.5 CONTROL WIRING INSTALLATION

- A. Install wiring between VFCs and remote devices according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- B. Bundle, train, and support wiring in enclosures.
- C. Connect hand-off-automatic switch and other automatic-control devices where applicable.
 - 1. Connect selector switches to bypass only manual- and automatic-control devices that have no safety functions when switch is in hand position.
 - 2. Connect selector switches with control circuit in both hand and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.

3.6 CONNECTIONS

- A. Conduit installation requirements are specified in other Division 26 Sections. Drawings indicate general arrangement of conduit, fittings, and specialties.
- B. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."

3.7 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
 - 1. Test insulation resistance for each enclosed controller element, bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
 - 3. Verify proper motor rotation.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to perform the following:
 - 1. Test and adjust controllers, components, and equipment.
 - 2. Assist in field testing of equipment including pretesting and adjusting of solid-state controllers.
 - 3. Report results in writing.
- C. Perform the following field tests and inspections and prepare test reports:
 - 1. Perform each electrical test and visual and mechanical inspection, except optional tests, stated in NETA ATS. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.8 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain variable frequency controllers. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION 26 29 23

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SECTION 40 05 06 - COUPLINGS, ADAPTERS, AND SPECIALS FOR PROCESS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe penetrations.
2. Restrained joints.
3. Flexible connections.
4. Expansion joints.
5. Expansion loops.
6. Sleeve-type couplings.

B. Related Requirements:

1. Section 09 92 00 – Facility Painting: Product and execution requirements for painting specified by this Section.
2. Section 40 05 07 - Hangers and Supports for Process Piping: Hangers, anchors, sleeves, and sealing of piping to adjacent structures.
3. Section 40 05 19 - Ductile Iron Process Pipe: Ductile-iron piping materials and appurtenances.
4. Section 40 05 51 - Common Requirements for Process Valves: Common product requirements for valves for placement by this Section.

1.2 DEFINITIONS

A. Limit list of definitions to terms unique to this Section and not provided elsewhere.

B. FM: Factory Mutual Insurance Company; FM Global is the communicative name of the company.

1.3 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.

B. American Welding Society:

1. AWS D1.1/D1.1M - Structural Welding Code - Steel.

C. ASME International:

1. ASME A13.1 - Scheme for the Identification of Piping Systems.
2. ASME B31.3 - Process Piping.
3. ASME B31.9 - Building Services Piping.
4. ASME Boiler and Pressure Vessel Code (BPVC), Section IX - Welding, Brazing, and Fusing Qualifications.

D. Expansion Joint Manufacturers Association, Inc.:

1. EJMA Standards.

E. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

1.4 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination: Requirements for coordination.
- B. Coordinate Work of this Section with installation of valves and equipment.

1.5 PREINSTALLATION MEETINGS

- A. Section 01 31 00 – Project Management and Coordination: Requirements for preinstallation meeting.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit manufacturer catalog information for each specified product.
 - 2. Flexible Pipe Connectors: Indicate maximum temperature and pressure rating, face-to-face length and wall thickness.
 - 3. Expansion Joints: Indicate maximum temperature, pressure rating, and expansion compensation.
- C. Shop Drawings:
 - 1. Identification:
 - a. Submit list of wording, symbols, letter size, and color coding for pipe identification.
 - b. Comply with ASME A13.1.
 - 2. Indicate restrained joint details and materials.
 - 3. Submit layout drawings showing piece numbers and location, indicating restrained joint locations.
 - 4. Indicate layout of piping systems, including flexible connectors, expansion joints and compensators, loops, offsets, and swing joints.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS or ASME qualification within previous 12 months.
- F. Manufacturer Instructions: Submit special procedures and setting dimensions.
- G. Source Quality-Control Submittals: Indicate results of tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.7 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.
- B. Section 01 78 39 - Project Record Documents: Requirement for recording actual locations of piping appurtenances.
- C. Identify and describe unexpected variations to pipe routing or discovery of uncharted utilities.

1.8 QUALITY ASSURANCE

- A. Materials in Contact with Potable Water: Certified to NSF Standards 61 and 372.

- B. Coupling, adapters and special fittings: Manufactured in United States and in accordance with American Iron and Steel requirements
- C. Perform Work according to ASME B31.9 for installation of piping systems and according to ASME BPVC-IX for welding materials and procedures.

1.9 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three years' documented experience.
- C. Welders: AWS or ASME qualified within previous 12 months for employed weld types.
- D. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Michigan.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Furnish temporary end caps and closures on piping and fittings and maintain in place until installation.
 - 3. Provide additional protection according to manufacturer instructions.

1.11 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

1.12 WARRANTY

- A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.

PART 2 - PRODUCTS

2.1 PIPE COUPLINGS FOR DUCTILE IRON, AND STEEL, AND STAINLESS STEEL PIPE

- A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 - 1. Dresser Industries, Style 38.
 - 2. Smith-Blair, Inc., 411.

- B. Type: AWWA C219, bolted, gasketed sleeve-type.
- C. Components:
 - 1. Center sleeve.
 - 2. End rings.
 - 3. Rubber compound, wedge-shaped gaskets suitable for configuration and service intended.
 - 4. Flanged coupling adapter where required; comply with AWWA C115.
 - 5. Fasteners: Trackhead steel bolts and nuts for aboveground service; stainless steel bolts and nuts for buried service.
 - 6. Coupling Material: Ductile iron, steel, or stainless steel as recommended by manufacturer based on pipe material.
- D. Size and Configuration: As instructed by manufacturer based on pipe diameters.
- E. If exposed piping and couplings will not be painted as part of this project, require factory applied epoxy coating.
- F. Exterior Finish:
 - a. Exposed Service: Factory-applied primer; comply with Section 09 92 00 – Facility Painting, for service condition.
- G. Interior Finish:
 - 1. Water Service: Factory-applied epoxy coating; NSF 61-certified.
- H. Use tie rods and tabs only when required.
- I. Tie rods, tabs and fasteners; 304 stainless steel.

2.2 RESTRAINED FLANGE ADAPTER

- A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 - 1. EBAA Iron, Inc., Series 2100 Megaflange.
 - 2. Romac Industries RFCA
- B. Material: Ductile iron and steel; comply with ASTM A536.
- C. Coatings: Fusion bonded epoxy compliant with NSF 61.
- D. Flange Bolts and Nuts: Type 304 stainless steel.
- E. Bolt Circle: Comply with AWWA C115.
- F. Restraint Device: Individually actuated gripping wedges, with torque-limiting actuating screws.

2.3 RESTRAINED DISMANTLING JOINT

- A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 - 1. Romac Industries, Model DJ400
 - 2. Smith-Blair Model 975
- B. Material: Ductile iron and steel.
- C. Coatings: Fusion bonded epoxy compliant with NSF 61.

D. Flange Bolts and Nuts: Type 304 stainless steel.

E. Bolt Circle: Comply with AWWA C115.

2.4 RESTRAINED RETAINER GLANDS

A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:

1. EBAA Iron Sales, Inc., MEGALUG Series 1100.
2. ROMAGRIP Pipe Restraint

B. Materials: Gland body and wedges, ductile iron, ASTM A536.

C. Coatings: Fusion bonded epoxy or heat cured polyester.

D. Pressure Rating: Working pressure of 350 psi for 3-16 inch and 250 psi for 18-48 inch with a safety factor of 2:1

2.5 EXPANSION JOINTS

A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:

1. Garlock.
2. General Rubber Corporation.
3. Mercer Rubber Co.
4. Red Valve Co.

B. Type: Single arch type.

C. Pressure Rating: 150 psi.

D. Tube: Single-piece, leak-proof, of synthetic or natural rubber based on service.

E. Water Service: NSF 61-certified.

F. Body: Multiple layers of fabric plies impregnated with rubber or synthetic compounds, reinforced with steel reinforcing rings. Provide rubber filler between reinforcing to prevent movement.

G. Cover: Synthetic or natural rubber.

H. Flange Rings: Split type; steel or ductile iron; ANSI B16.1.

I. Type 304 stainless steel for tie rods, tabs and fasteners.

J. Tie Rods: Provide tie rod assemblies for restraint of expansion joints on pump and blower discharges, and where shown on Drawings.

2.6 FLUSHING CONNECTIONS

A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:

1. Nibco, Inc., Fig. No. T-113-HC-LF.
2. Crane LF-1320.

- B. Type: Hose thread gate valve; 1.5 inch inlet; 1.5 inch hose thread outlet.
- C. Body: Bronze or brass.
- D. Trim: Bronze or brass.
- E. Operator: Handwheel.
- F. Accessories: Threaded adapter (if needed) to a male hose thread outlet and a hose cap with rubber gasket and brass safety chain.

2.7 PIPE SLEEVES

- A. Material: Standard weight steel pipe or 18 gage galvanized steel.
- B. Integral waterstop collar.
- C. Size:
 - 1. Diameter: Large enough to allow for movement due to expansion and contraction. Allow for continuous insulation wrap.
 - 2. Length: Flush with wall or floor, unless otherwise indicated.

2.8 NON-MECHANICAL TYPE SEALS

- A. Stuff opening between pipe and sleeve with glass fiber or mineral wool, non-combustible.
- B. Caulk opening with sealant.

2.9 MECHANICAL TYPE SEAL

- A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 - 1. GPT Industries, Link-Seal, Model S-316.
- B. Type: Stainless Steel.
- C. Design: Modular mechanical type, consisting of interlocking synthetic rubber links, shaped to fill the annular space between the pipe and sleeve.
- D. Size: As instructed by manufacturer based on pipe size and opening size.
- E. Sealing Element: EPDM (black), 50 Shore A Hardness.
- F. Pressure Plate: Glass-reinforced nylon polymer.
- G. Bolts and Nuts: Type 316 stainless steel.

2.10 FINISHES

- A. Prepare piping appurtenances for field finishes as specified in Section 09 92 00 – Facility Painting.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 73 00 - Execution: Requirements for installation examination.
- B. Verify that field dimensions are as indicated on Shop Drawings.
- C. Inspect existing flanges for nonstandard bolthole configurations or design and verify that new pipe and flanges mate properly.
- D. Verify that openings are ready to receive sleeves.
- E. Verify that pipe plain ends to receive sleeve-type couplings are smooth and round for 12 inches from pipe ends.
- F. Verify that pipe outside diameter conforms to sleeve manufacturer's requirements.

3.2 PREPARATION

- A. Section 01 73 00 - Execution: Requirements for installation preparation.
- B. Cleaning: Thoroughly clean end connections before installation.
- C. Close pipe and equipment openings with caps or plugs during installation.
- D. Surface Preparation: Clean surfaces to remove foreign substances.

3.3 INSTALLATION

- A. According to ASME B31.9.
- B. Coating: Finish piping appurtenances as specified in Section 09 92 00 – Facility Painting for service conditions.
- C. Pipe Penetrations:
 - 1. Sleeves:
 - a. Exterior Watertight Entries: Seal with mechanical sleeve seals.
 - b. Set sleeves in position in forms and provide reinforcement around sleeves.
 - c. Size sleeves large enough to allow for movement due to expansion and contraction and provide for continuous insulation wrapping.
 - d. Extend sleeves through floors 1-inch above finished floor level and caulk sleeves.
 - e. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent Work with stuffing insulation and calk airtight.
- D. Flexible Connections: Install flexible couplings at the following locations: connections to equipment, where indicated on Drawings or as recommended by equipment manufacturer.
- E. Expansion Joints:
 - 1. Install expansion joints at the following locations: connections to equipment, where indicated on Drawings or as recommended by equipment manufacturer.
 - 2. If expansion joint is supplied with internal sleeve, indicate flow direction on outside of joint.
- F. Air Release and Vacuum Breakers: Provide vacuum breakers as indicated on Drawings.

G. Disinfection: Disinfect potable water piping as specified in Section 33 13 00 - Disinfecting of Water Utility Distribution.

3.4 FIELD QUALITY CONTROL

A. Section 01 73 00 - Execution: Requirements for testing, adjusting, and balancing.

B. After installation, inspect for proper supports and interferences.

C. Repair damaged coatings with material equal to original coating.

3.5 CLEANING

A. Section 01 73 00 - Execution: Requirements for progress cleaning.

B. Section 01 77 00 – Closeout Procedures: Requirements for final cleaning.

C. Keep equipment interior clean as installation progresses.

END OF SECTION 40 05 06

SECTION 40 05 07 - HANGERS AND SUPPORTS FOR PROCESS PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe hangers and supports.
 - 2. Hanger rods.
 - 3. Structural attachments.
 - 4. Pipe guides.
 - 5. Formed steel channel.

- B. Related Requirements:
 - 1. Section 01 61 00 – Common Equipment Requirements: Common requirements for all equipment and materials as required by this Section.
 - 2. Section 03 15 00 - Concrete Accessories: Execution requirements for placement of inserts and sleeves in concrete forms specified by this Section.
 - 3. Section 03 30 00 - Cast-in-Place Concrete: Execution requirements for placement of concrete housekeeping pads specified by this Section.
 - 4. Section 09 92 00 – Facility Painting: Product and execution requirements for painting specified by this Section.
 - 5. Section 40 05 19 – Ductile Iron Process Piping: Execution requirements for placement of hangers and supports specified by this Section.
 - 6. Section 40 05 23 - Common Work Results for Process Valves: Common product requirements for valves for placement by this Section.

1.2 REFERENCE STANDARDS

- A. American Society of Mechanical Engineers:
 - 1. ASME B31.1 - Power Piping.
 - 2. ASME B31.9 - Building Services Piping.

- B. ASTM International:
 - 1. ASTM A36 - Standard Specification for Carbon Structural Steel.
 - 2. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
 - 3. ASTM A576 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
 - 4. ASTM A181 - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping.
 - 5.

- C. American Welding Society:
 - 1. AWS D1.1 - Structural Welding Code Steel - Reference Manual.

- D. Manufacturers Standardization Society of the Valve and Fittings Industry:
 - 1. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacturer, Selection, Application, and Installation.

1.3 COORDINATION

- A. Section 01 31 00 -Project Management and Coordination: Requirements for coordination.

- B. Coordinate Work of this Section with piping and equipment connections specified in other Sections and indicated on Drawings.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination: Requirements for preinstallation meeting.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer's catalog data including load capacity.
- C. Shop Drawings: Indicate system layout with location - including critical dimensions, sizes, and pipe hanger and support locations - and detail of trapeze hangers, anchors, and guides.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Welders' Certificate: Submit welders' certification of compliance with ASME Section IX or AWS D1.1, verifying qualification within previous 12 months.
- F. Delegated Design Submittals:
 - 1. Submit signed and sealed Shop Drawings with design calculations and assumptions for load carrying capacity of trapeze, multiple pipe, and riser support hangers.
 - 2. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers.
 - 3. Submit sizing methods sealed by a registered professional engineer.
- G. Manufacturers' Instructions: Submit special procedures and assembly of components.
- H. Qualifications Statements:
 - 1. Submit qualifications for manufacturer, fabricator, installer, and licensed professional.
 - 2. Submit manufacturer's approval of installer.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 01 78 23 - Operation and Maintenance Data: Requirements for maintenance materials.
- B. Tools: Furnish special wrenches and other devices required for Owner to maintain.

1.7 QUALITY ASSURANCE

- A. Perform Work according to AWS D1.1 for welding hanger and support attachments to building structure.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years' experience.
- B. Fabricator: Company specializing in fabricating products specified in this Section with minimum three years' experience.
- C. Installer: Company specializing in performing Work of this Section with minimum three years' experience and approved by manufacturer.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on-Site in original factory packaging, labeled with manufacturer's identification.
- C. Protect products from weather and construction traffic, dirt, water, chemical, and damage by storing in original packaging.

1.10 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to fabrication. Indicate field measurements on Shop Drawings.

1.11 WARRANTY

- A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Pipe supports, hangers and hardware shall be hot dipped galvanized or stainless steel as is compatible with the systems being supported.
- B. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 - 1. Anvil International
- C. Description:
 - 1. Conform to ASME B31.1 .
 - 2. Provide means of vertical adjustment after erection.
 - 3. Pipe Sizes 1/2 to 1-1/2 in: ASTM A36, galvanized steel, adjustable swivel, split ring.
 - 4. Pipe Sizes 2 in and Larger: ASTM A36, galvanized steel, adjustable, clevis.
 - 5. Multiple or Trapeze Hangers: Galvanized steel channels with welded spacers and hanger rods.
 - 6. Wall Support for Pipe Sizes 3 in and Smaller: Cast iron J-hook.
 - 7. Wall Support for Pipe Sizes 4 in and Larger: Welded galvanized steel bracket.
 - 8. Vertical Support: Riser clamp.
 - 9. Floor Supports: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- D. Performance and Design Criteria:
 - 1. Pipe Hangers:
 - a. Allow for expansion and contraction of piping while eliminating undue stress on piping appurtenances and equipment.
 - b. Provide linkage to permit lateral or axial movement where anticipated.
 - c. Where horizontal pipe movement is greater than 1/2 in, or where hanger rod deflection from the vertical is greater than 4 degrees from cold to hot position of pipe, hanger rod and structural attachment shall be offset to maintain rod vertical in hot position.

2. Heat Transmission: Design supports, hangers, anchors, and guides to prevent excessive heat from being transmitted to building structure, equipment, or piping appurtenances.
3. Riser Supports: Support risers on each floor with riser clamps and lugs, independent of connected horizontal piping.
4. Point Loads:
 - a. Support plastic piping containing meters, valves, appurtenances, and other point loads on both sides.
 - b. Avoid point loads on plastic piping by providing extra wide pipe saddles or galvanized steel shields.

2.2 HANGER RODS

- A. Hanger Rods: Subject to compliance with the specified requirements, provide one of the following:
 1. ASTM A576, steel.
 2. All-thread.
 3. Diameter: ASME B31.1.

2.3 STRUCTURAL ATTACHMENTS

- A. Manufacturers: Subject to compliance with the specified requirements, provide one of the following:
 1. Carpenter & Paterson, Inc.
 2. Unistrut; Part of Atkore International
 3. ERICO International Corporation.
 4. Globe Pipe Hanger Products.
 5. Grinnell Mechanical Products.
 6. PHD Manufacturing, Inc.
 7. Substitutions: Allowed.
- B. Concrete Inserts:
 1. Manufacturers:
 - a. National Pipe Hanger Corporation.
 - b. Substitutions: Allowed.
 2. Description:
 - a. Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms.
 - b. Size inserts to suit threaded hanger rods.
- C. Mounting Brackets: ASTM A36, welded steel.
- D. Beam Clamps:
 1. Manufacturers:
 - a. Carpenter & Paterson, Inc.
 - b. ERICO International Corporation.
 - c. Globe Pipe Hanger Products.
 - d. Grinnell Mechanical Products.
 - e. PHD Manufacturing, Inc.
 - f. Substitutions: Allowed.
 2. ASTM A181, forged steel; MSS SP-58.
 3. Clamp Size: Based on load to be supported and load configuration.
 4. Anchoring: Locknuts and cup-point set screws.
 5. Reversible top or bottom flange.
- E. Riser Clamps:

1. Manufacturers:
 - a. Carpenter & Paterson, Inc.
 - b. ERICO International Corporation.
 - c. Globe Pipe Hanger Products.
 - d. Grinnel Mechanical Products.
 - e. PHD Manufacturing, Inc.
 - f. Substitutions: Allowed.
2. ASTM A36, steel.
3. Support of Copper Tubing: Provide copper-plated clamps.

F. Offset Clamps:

1. Manufacturers:
 - a. Carpenter & Paterson, Inc.
 - b. ERICO International Corporation.
 - c. Globe Pipe Hanger Products.
 - d. Grinnel Mechanical Products.
 - e. PHD Manufacturing, Inc.
 - f. Substitutions: Allowed.
2. Double leg, two-piece.

2.4 PIPE GUIDES

- A. Intermediate Guides:
 1. Pipes 6 in and Smaller: Pipe clamp with oversize pipe sleeve.
 2. Pipes 8 in and Larger: U-bolts with double nuts.
- B. Alignment Guides:
 1. Pipes 8 in and Smaller: Galvanized steel Sleeve type.
 2. Pipes 10 in and Larger: Galvanized steel Roller type.

2.5 FORMED STEEL CHANNEL

- A. Manufacturers:
 1. Unistrut; Part of Atkore International.
 2. B-line, an Eaton business
 3. Substitutions: Section 01 60 00 - Product Requirements
- B. Description:
 1. Galvanized 12-gage-thick steel.
 2. Include holes 1-1/2 in o.c.

2.6 American Iron and Steel Requirements

- A. Pipe supports, hangers and appurtenances: Manufactured in United States and in accordance with American Iron and Steel requirements

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination: Requirements for installation examination.
- B. Verify field dimensions as indicated on Shop Drawings.

3.2 INSTALLATION

- A. Obtain permission from Engineer before drilling or cutting structural members.
- B. Inserts:
 - 1. Install inserts for placement in concrete forms.
 - 2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 in and larger.
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 - 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.
- C. Pipe Hangers and Supports:
 - 1. Install according to: ASME B31.1.
 - 2. Support horizontal piping as indicated on Drawings for subbasement piping and as indicated on Shop Drawings for PRV piping and wash water pump piping.
 - 3. Install hangers with minimum 1/2 in space between finished covering and adjacent Work.
 - 4. Place hangers within 12 in of each horizontal elbow.
 - 5. Use hangers with 1-1/2 in minimum vertical adjustment.
 - 6. Support horizontal cast iron pipe adjacent to each hub, with 5 ft maximum spacing between hangers.
 - 7. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
 - 8. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
 - 9. Support riser piping independently of connected horizontal piping.
 - 10. Provide copper-plated hangers and supports for copper piping.
 - 11. Design hangers for pipe movement without disengagement of supported pipe.
 - 12. Support piping independently so that equipment is not stressed by piping weight or expansion in piping system.
 - 13. Provide welded steel brackets where piping is to be run adjacent to building walls or columns.
 - 14. Use beam clamps where piping is to be suspended from building steel.
 - 15. Insulated Piping: Provide two bolted clamps designed to accommodate insulated piping.
 - 16. Use offset clamps where pipes are indicated as offset from wall surfaces.
- D. Equipment Bases and Supports:
 - 1. Provide housekeeping pads as detailed on Drawings.
 - 2. Using templates furnished with equipment, install anchor bolts and accessories for mounting and anchoring equipment.
 - 3. Construct supports of steel members. Brace and fasten with flanges bolted to structure.
 - 4. Provide rigid anchors for pipes after vibration isolation components are installed. Comply with Section 40 05 13 - Common Work Results for Process Piping.
- E. Prime Coat:
 - 1. Prime coat exposed steel hangers and supports.
 - 2. Conform to Section 09 92 00 – Facility Painting
 - 3. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

3.3 ATTACHMENTS

- A. Pipe Hanger Spacing:
 - 1. Pipe Material: Cast iron.
 - a. Maximum Hanger Spacing: 5 feet

- b. 5/8 inch
- 2. Pipe Material: Cast Iron, with 10-foot length of pipe.
 - a. Maximum Hanger Spacing: 10 feet
 - b. 5/8 inch
- 3. Pipe Material: Copper tube.
 - a. Size: 1-1/4 inches and smaller.
 - b. Maximum Hanger Spacing: 6 feet
 - c. 1/2 inch
- 4. Pipe Material: Copper tube.
 - a. Size: 1-1/2 inches and larger.
 - b. Maximum Hanger Spacing: 10 feet
 - c. 1/2 inch
- 5. Pipe Material: Steel.
 - a. Size: 3 inches and smaller.
 - b. Maximum Hanger Spacing: 12 feet
 - c. 1/2 inch
- 6. Pipe Material: Steel.
 - a. Size: 4 inches and larger.
 - b. Maximum Hanger Spacing: 12 feet
 - c. 5/8 inch

END OF SECTION 40 05 07

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SECTION 40 05 19 - DUCTILE IRON PROCESS PIPE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ductile-iron pipe.
2. Ductile-iron, malleable-iron, and cast-iron fittings.
3. Accessories.

B. Related Requirements:

1. Section 09 92 00 – Facility Painting: Product and execution requirements for painting specified by this
2. Section. Section 10 14 00 – Identification Devices: Product and execution requirements for identification devices specified by this Section.
3. Section 40 05 06 - Couplings, Adapters, and Specials for Process Piping: Piping appurtenances.
4. Section 40 05 07 - Hangers and Supports for Process Piping: Hangers, anchors, sleeves, and sealing of piping to adjacent structures.
5. Section 40 05 51 - Common Requirements for Process Valves: Common product requirements for valves for placement by this Section.
6. Section 40 05 64 – Butterfly Valves: Valve Installation
7. Section 40 05 65 – Swing Check Valves: Valve Installation
8. Section 43 23 21 – Centrifugal Water Pumps: Requirements for Wash Water Pumps

1.2 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.
2. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
3. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
4. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. AWWA C115 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
6. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
7. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast.
8. AWWA C153 - Ductile-Iron Compact Fittings.

B. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
2. ASME B31.3 - Process Piping.

C. ASTM International:

1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.

D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

E. Society for Protective Coatings:

1. SSPC SP 6 - Commercial Blast Cleaning.

1.3 COORDINATION

- A. Section 01 31 00 – Project Management and Coordination: Requirements for coordination.
- B. Coordinate Work of this Section with piping and equipment connections specified in other Sections and indicated on Drawings.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination: Requirements for preinstallation meeting.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information regarding pipe and fittings.
- C. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 01 78 23 – Operation and Maintenance Data. Requirements for maintenance materials.
- B. Tools: Furnish special wrenches, gages and other devices required for Owner to maintain fittings and appurtenances.

1.7 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.
- B. Section 01 78 39 - Project Record Documents: Record actual locations of piping, valves and other appurtenances, connections, and elevations. Invert elevations shall be used for gravity applications and centerline elevations for pressure piping.

1.8 QUALITY ASSURANCE

- A. Permanently mark each length of pipe with manufacturer's name or trademark and indicate conformance to standards.
- B. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- C. The materials and methods of manufacture, and completed pipes and fittings are subject to inspection and rejection at all times. Owner and Engineer have the right to make inspections.

1.9 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum five years' experience.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Protect piping and appurtenances by storing off ground.
 - 3. Provide additional protection according to manufacturer instructions.

1.11 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

- A. Manufacturer List:
 - 1. American Cast Iron Pipe Company.
 - 2. Tyler Pipe & Coupling.
 - 3. U.S. Pipe.
 - 4. Substitutions: Specified in Section 01 60 00 – Product Requirements.
- B. Piping:
 - 1. Comply with AWWA C115 for flanged pipe and AWWA C150 and AWWA C151 for mechanical joint or push on joint pipes.
 - 2. Buried:
 - a. Designed in accordance with, minimum Pressure Class 350 with polyethylene encasement; manufactured in accordance with AWWA C151; mechanical joint or push-on joint.
 - 3. Exposed:
 - a. Class 53 double lined cement interior piping with AWWA C115 flanged joint; AWWA C606 grooved joint shall be provided for process piping conveying water.
 - b. Piping to be in compliance with NSF 61 and NSF 372 Drinking Water System Components.
- C. Fittings:

1. Material: AWWA C153 ductile iron.
2. Same as that of connected piping.
3. Restrained Joints: Comply with AWWA C111.
4. Flanged Fittings: Comply with AWWA C110, AWWA C111 and ASME B16.1.

D. Joints

1. Flanged: Appendix A of AWWA C115, and ANSI B16.1, Class 125; ductile iron flanges. Include AWWA C111 rubber gasket, ring or full face as required for the flange face. Gasket material shall be suitable for the intended service conditions and specifically designed for use with ductile iron pipe and fittings.
 - a. Bolts: Comply with ANSI B18.2.1.
 - 1) Exposed: ASTM A307, Grade B and zinc plated.
 - 2) Buried, Submerged or Vapor Zone: ASTM A193, Grade B8M, Class 2, Heavy hex, Type 304 stainless steel.
 - b. Nuts:
 - 1) Exposed: ASTM A563, Grade A, Heavy Hex and zinc plated.
 - 2) Buried, Submerged or Vapor Zone: ASTM A194, Grade B8M, Heavy hex, Type 304 stainless steel.
2. Grooved End Joints
 - a. Comply with ANSI/AWWA C606.
 - b. Bolts and Nuts: For exposed service, carbon steel track bolts per ASTM A449 with heavy hex nuts per ASTM A563, both zinc electroplated per ASTM B633 ZN/FE5; for buried service, 316 stainless steel track bolts per ASTM F593 with 316 stainless steel heavy hex nuts per ASTM F594.
 - c. Gaskets: ASTM D2000.
 - d. Manufacturers: Victaulic Company of America, or as approved.
 - e. Unless otherwise specified, grooved end couplings shall be rigid joint for exposed pipe and flexible joint for buried pipe.
3. For bolted, gland and flange type joints, bolt length shall be such that all threads of the nut will be engaged.

E. Specials: Provide necessary transition pieces and pipe adapters for connections to existing piping and for joining pipe of different types.

F. Interior Lining:

1. Cement-Mortar Lining:
 - a. Comply with AWWA C104.
 - b. Thickness: Double.

G. Outside Coating:

1. Exposed Service:
 - a. Primed with universal rust-inhibitive primer, 2.0 mils minimum thickness.
 - b. Final coatings to be painted as specified in Section 09 92 00 – Facility Painting.

H. Wall Castings:

1. Ductile iron; AWWA C110; coated and lined as specified for pipe.
2. Provide with integral water stop.
3. End Connections: As indicated on Drawings.
4. Length: As required for wall thickness.

I. Pipe, fittings and appurtenances: Manufactured in United States and in accordance with American Iron and Steel requirements.

2.2 ACCESSORIES

A. Taps and Plugs:

1. Provide taps where shown or as required for small diameter piping or instrumentation connections.
2. Required taps shall be furnished as part of this Work.
3. Taps shall be temporarily plugged at point of fabrication.
4. Where pipe wall thickness or tap diameter will not allow engagement of 3 full threads, provide tapping saddle.

B. Dielectric Fittings: Provide between dissimilar metals.

C. Grout

1. Non-shrinking and non-corrosive; Five Star Grout by Five Star Products, Inc. Sealtight 588 Grout by W.R. Meadows, Inc, as approved.

D. Concrete

1. Follow Section 03 30 00.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 73 00 - Execution: Requirements for installation examination.

B. Pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe or fittings will be allowed in this Work.

C. Verify that field dimensions are as indicated on Shop Drawings.

D. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flange mate properly.

3.2 PREPARATION

A. Section 01 73 00 - Execution: Requirements for installation preparation.

B. Thoroughly clean pipe and fittings before installation.

C. Clean gaskets and all surfaces in contact with gaskets; comply with manufacturer's instructions.

3.3 REMOVAL, MODIFICATION, AND ABANDONMENT OF EXISTING PIPING

A. Remove piping in a careful manner so as not to damage portions of the structures, equipment and piping that are to remain.

B. Piping removed and not reused subject to salvage by OWNER; place that salvaged by OWNER in storage on the Site as directed; dispose of that not salvaged by OWNER off of Site.

C. Remove concrete pipe supports and pipe hangers not to be reused. Remove remaining anchor bolts and reinforcing steel 1 inch below the surrounding surface.

D. Repair defaced surfaces and all other damage.

E. Provide adequate support for piping to remain in place; follow Section 13 53 0.

F. Modify piping as indicated and as required for proper connections.

- G. Provide appropriate blind flanges, plugs, or caps for sealing remaining piping.
- H. For abandoned buried piping, fill pipe for a minimum distance of 2 feet with Class II concrete; follow Section 03 30 00.

3.4 INSTALLATION

- A. Exposed Service Piping:
 - 1. According to ASME B31.3.
 - 2. Run piping straight along alignment as indicated on Shop Drawings, with minimum number of joints.
- B. Fittings:
 - 1. According to manufacturer instructions.
 - 2. Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
 - 3. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight; use torque wrench to tighten bolts to manufacturer instructions.
 - 4. Provide required upstream and downstream clearances from devices as indicated on Drawings.
- C. Make taps to ductile iron piping only with service saddle, tapping boss of a fitting or valve body, or equipment casting.
- D. Install piping with sufficient slopes for venting or draining liquids and condensate to low points.
- E. Support exposed piping as specified in Section 40 05 07 - Hangers and Supports for Process Piping.
- F. Provide expansion joints as specified in Section 40 05 06 - Couplings, Adapters, and Specials for Process Piping, and pipe guides as specified in Section 40 05 07 - Hangers and Supports for Process Piping, to compensate for pipe expansion due to temperature differences.
- G. Disinfect potable water piping as specified in this section.
- H. Dielectric Fittings: Provide between dissimilar metals.
- I. Field Cuts: According to pipe manufacturer instructions.
- J. Finish primed surfaces according to Section 09 92 00 – Facility Painting.

3.5 CONNECTIONS TO EXISTING PIPING AND STRUCTURES

- A. Provide opening in existing structure at proper location; insert pipe or wall casting, as indicated on Drawings; seal space between wall casting or pipe and opening with grout or mechanical seal as shown on the Drawings. .
- B. Provide 24 hours notice to ENGINEER and OWNER prior to making connection to existing piping.
- C. Plan Work to reduce number of shut-offs and to minimize length of shut-off.
- D. Make connections at such times and using fittings as approved by OWNER and ENGINEER.
- E. A representative of OWNER shall operate existing valves. CONTRACTOR shall not operate existing valves.

- F. When making connections to existing potable water mains, take extreme care to prevent contamination of existing mains. Before making connections, wash all fittings, valves, and pipe with clean water, and then disinfect by washing with a chlorine solution having a residual chlorine strength of not less than 50 ppm.

3.6 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Requirements for tolerances.

3.7 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.

B. Inspection:

1. Inspect for damage to pipe lining or coating and for other defects that may be detrimental as determined by Engineer.
2. Repair damaged piping or provide new, undamaged pipe.
3. After installation, inspect for proper supports and interferences.

C. Disinfection of Process Piping:

1. Prior to disinfection and hydrostatic testing, newly constructed water mains less than twenty-four (24) inches in diameter shall be thoroughly flushed to remove all accumulated debris that may have entered the line during construction.
2. After flushing, the water mains shall be chlorinated in accordance with AWWA C651 "Disinfecting Water Mains," (latest revision).

Tablet Method:	Requires an average chlorine dose of approximately 25 ppm over 24 hours.
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Continuous Feed Method:	Requires an initial concentration of 25 ppm and a residual of not less than 10 ppm after 24 hours.
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Slug Method:	Requires an initial concentration of 100 ppm for at least 3 hours.
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3. After the applicable retention period, heavily chlorinated water shall not remain in prolonged contact with the pipe. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or is acceptable for domestic use.
4. The environment to which the chlorinated water is to be discharged shall be inspected. If there is any possibility that the chlorinated discharge will cause damage to the environment (in the opinion of the Engineer), a neutralizing chemical shall be applied to the water to be wasted to thoroughly neutralize the residual chlorine. Where necessary and prior to any discharge, federal, state or local regulatory agencies shall be contacted to determine special provisions for the disposal of heavily chlorinated water.
5. After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least twenty-four (24) hours apart shall be collected from the new main. At least one set of samples shall be collected from every 1,200 feet (366 meters) of the new water main, plus one set from the end of the line

and at least one set from each branch. All samples shall be tested for bacteriological quality and shall show the absence of coliform organisms.

6. If this analysis shows the presence of harmful bacteria, the Contractor shall repeat the sterilization process until such time as the mains are shown to be sterile by the results of the bacteriological analysis. The Contractor shall dispose of high residual chlorine water by a method approved by the ENGINEER.
7. Mains twenty-four (24) inches in diameter and larger shall be chlorinated in sections between main line valves. Chlorine solution shall be renewed and transferred to the next adjacent section of pipe minimizing the volume of water needed to sterilize the main.

D. Pressure Testing:

1. Test Pressure: As indicated on piping schedule.
2. Conduct hydrostatic test for minimum two hours.
3. Filling:
 - a. Fill section to be tested with water slowly and expel air from piping at high points.
 - b. Install corporation cocks at high points.
 - c. Close air vents and corporation cocks after air is expelled.
 - d. Raise pressure to specified test pressure.
4. Observe joints, fittings, and valves under test.
5. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage and retest.
6. Leakage:
 - a. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
 - b. Maintain pressure within plus or minus 5 psi of test pressure.
 - c. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
 - d. Compute maximum allowable leakage by following formula:
 - 1) $L = SD \times \sqrt{P}/C$.
 - 2) L = testing allowance in gph.
 - 3) S = length of pipe tested in feet.
 - 4) D = nominal diameter of pipe in inches.
 - 5) P = average test pressure during hydrostatic test in psig.
 - 6) C = 148,000.
 - 7) If pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.
 - e. If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
 - f. Correct visible leaks regardless of quantity of leakage.

3.8 CLEANING

- A. Section 01 77 00 - Closeout Procedures specifies requirements for cleaning.
- B. Keep pipe interior clean as installation progresses.
- C. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 40 05 19

SECTION 40 05 51400551 - COMMON REQUIREMENTS FOR PROCESS VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Valves.
2. Valve actuators.

B. Related Requirements:

1. Section 01 60 00- Common Equipment Requirements:
2. Section 03 30 00 - Cast-in-Place Concrete: Execution requirements for placement of concrete as required by this Section.
3. Section 09 92 00 – Facility Painting: Product and execution requirements for painting specified by this Section.
4. Section 10 14 00 – Identification Devices: Product and execution requirements for identification specified by this Section
5. Section 26 05 03 - Equipment Wiring Connections: Electrical connections for equipment specified in this Section.
6. Section 40 05 07 - Hangers and Supports for Process Piping: Product and execution requirements for valve supports specified by this Section.

1.2 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA C541 - Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
2. AWWA C542 - Electric Motor Actuators for Valves and Slide Gates.
3. AWWA C550 - Protective Interior Coatings for Valves and Hydrants.

B. ASTM International:

1. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
2. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.

C. Manufacturers Standardization Society:

1. MSS SP-25 - Standard Marking System for Valves, Fittings, Flanges, and Unions.

D. National Electrical Manufacturers Association:

1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

E. NFPA:

1. NFPA 70 - National Electrical Code (NEC).

F. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

G. UL:

1. Equipment Directory.

1.3 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination: Requirements for coordination.
- B. Coordinate Work of this Section with piping, equipment, and appurtenances.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination: Requirements for preinstallation meeting.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit manufacturer information for actuator with model number and size indicated.
 - 2. Submit valve cavitation limits.
- C. Shop Drawings: Indicate parts list, materials, sizes, position indicators, limit switches, control system, actuator mounting, wiring diagrams, and control system schematics.
- D. Valve-Labeling Schedule: Indicate valve locations and nametag text.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer Instructions: Submit installation instructions and special requirements.
- G. Source Quality-Control Submittals: Indicate results of shop tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections, including factory-applied coatings.
- I. Manufacturer Reports: Certify that [equipment has been installed according to manufacturer instructions.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.
- B. Section 01 78 23 – Operation and Maintenance Data: Requirements for O&M Manuals.
- C. Section 01 78 39 - Project Record Documents: Record actual locations of valves and actuators.

1.7 QUALITY ASSURANCE

- A. Maintain clearances as indicated on Drawings and Shop Drawings.
- B. Ensure that materials of construction of wetted parts are compatible with process liquid.
- C. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Protect valve ends from entry of foreign materials by providing temporary covers and plugs.
 - 3. Provide additional protection according to manufacturer instructions.

1.10 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

1.11 WARRANTY

- A. Section 01 77 00 – Closeout Procedures: Requirements for warranties.

PART 2 - PRODUCTS

2.1 VALVES

- A. Description: Valves, operator, actuator, handwheel, chainwheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, and other accessories as required.
- B. Valve Ends: Compatible with adjacent piping system.
- C. Operation:
 - 1. Open by turning counterclockwise; close by turning clockwise.
 - 2. Cast directional arrow on valve or actuator with OPEN and CLOSE cast on valve in appropriate location.
- D. Valve Marking and Labeling:
 - 1. Marking: Comply with MSS SP-25.
 - 2. Labeling: As specified in Section 40 05 13 - Common Work Results for Process Piping and valve schedule.
- E. Valve Construction:
 - 1. Bodies: Rated for maximum temperature and pressure to which valve will be subjected as specified in valve Sections.
 - 2. Bonnets:

- a. Flanged to body and of same material and pressure rating as body.
- b. Furnish glands, packing nuts, or yokes as specified in valve Sections.
- 3. Stems and Stem Guides:
 - a. Materials and Seals: As specified in valve Sections.
 - b. Bronze Valve Stems: According to ASTM B62.
 - c. Space stem guides 10 feet o.c.
 - d. Submerged Stem Guides: Type 304 stainless steel.
- 4. Nuts and Bolts: As specified in Section 05 50 00 - Metal Fabrications.

2.2 VALVE ACTUATORS

- A. Provide actuators with position indicators for shutoff valves 6 inches and larger.
- B. Comply with AWWA C541.
- C. Provide chain actuators for shutoff valves mounted 7 feet above operating floor level.
- D. Provide gear and power actuators with position indicators.
- E. Gear-Assisted Manual Actuators:
 - 1. Provide totally enclosed gears.
 - 2. Maximum Operating Force: 60 lbf.
 - 3. Bearings: Permanently lubricated bronze.
 - 4. Packing: Accessible for adjustment without requiring removal of actuator from valve.
- F. Chain Actuator:
 - 1. Description: Chain guides and stainless steel operating chain extending to 5-1/2 feet above operating floor level.
 - 2. Chain Wheels: Sprocket-rim type.
 - 3. Furnish chain storage if chains may interfere with pedestrian traffic.
- G. Valve Actuators in NEC Class I, Group D, Division 1 or 2 Hazardous Locations: UL approved.
- H. Accessories:
 - 1. Handwheel:
 - a. Furnish permanently attached handwheel for emergency manual operation.
 - b. Rotation: None during powered operation.
 - c. Permanently affix directional arrow and cast CLOSE on handwheel to indicate appropriate direction to turn handwheel.
 - d. Maximum Operating Force: 60 lbf.

2.3 FINISHES

- A. Valve Lining and Coating: Comply with AWWA C550 and NSF 61 and 372.
- B. Exposed Valves: As specified in Section 09 92 00 – Facility Painting.
- C. Do not coat flange faces of valves unless otherwise specified.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Testing: Test valves according to manufacturer's standard testing protocol, including hydrostatic, seal, and performance testing.

C. Certificate of Compliance:

1. Manufacturer to submit certificate of compliance with American Iron and Steel requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 – Project Management and Coordination: Requirements for installation examination.
- B. Verify that piping system is ready for valve installation.

3.2 INSTALLATION

- A. Install valves, actuators, extensions, valve boxes, and accessories according to manufacturer instructions.
- B. Firmly support valves to avoid undue stresses on piping.
- C. Coat studs, bolts and nuts with anti-seizing lubricant.
- D. Clean field welds of slag and splatter to provide a smooth surface.
- E. Install valves with stems upright or horizontal, not inverted.
- F. Install brass male adapters on each side of valves in copper-piped system and solder adapters to pipe.
- G. Install 3/4-inch ball valves with cap for drains at main shutoff valves, low points of piping, bases of vertical risers, and equipment.
- H. Install valves with clearance for installation of insulation and to allow access.
- I. Provide access where valves and fittings are not accessible.
- J. Pipe Hangers and Supports: As specified in Section 40 05 07 - Hangers and Supports for Process Piping.
- K. Valve Applications:
 1. Install shutoff and drain valves at locations as indicated on Drawings and as specified in this Section.
 2. Install shutoff and isolation valves.
 3. Isolate equipment, part of systems, or vertical risers as indicated on Drawings.
 4. Install valves for throttling, bypass, or manual flow control services as indicated on Drawings.
 5. Install, butterfly, and gate valves in water systems for shutoff service.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Valve Field Testing:
 1. Test for proper alignment.

2. If specified by valve Section, field test equipment to demonstrate operation without undue noise, vibration, or overheating.
3. Engineer will witness field testing.

END OF SECTION 40 05 51400551

SECTION 40 05 57 - ACTUATORS FOR PROCESS VALVES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manual actuators.

B. Related Requirements:

1. Section 09 92 00 – Facility Painting: Product and execution requirements for painting specified by this Section.
2. Section 26 05 00 - Equipment Wiring Connections: Motor connections for electric actuators.
3. Section 40 05 64 – Butterfly Valve:

1.2 REFERENCE STANDARDS

A. American Bearing Manufacturers Association:

1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

B. American Water Works Association:

1. AWWA C500 - Metal-Seated Gate Valves for Water Supply Service.

C. NFPA 70:

1. NFPA 70 - National Electrical Code.

D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content

1.3 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Coordinate Work of this Section with installation of valves and accessories.

1.4 PREINSTALLATION MEETINGS

A. Section 01 31 00 – Project Management and Coordination Requirements: Requirements for preinstallation meeting.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit manufacturer information for actuator with model number and size indicated.

C. Shop Drawings:

1. Indicate parts list, materials, sizes, position indicators, limit switches, control system, actuator mounting, wiring diagrams, control system schematics on assembly drawings.
2. Submit actuator Shop Drawings with valve submittal.

- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer Instructions: Submit special procedures and placement requirements.
- F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations and types of actuators.

1.7 QUALITY ASSURANCE

- A. Valve Actuators in NEC Class I, Group D, Division 1 or 2 Hazardous Locations: Comply with NFPA 70.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Furnish temporary end caps and closures on piping and fittings and maintain in place until installation.
 - 3. Provide additional protection according to manufacturer instructions.

1.10 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

1.11 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.

PART 2 - PRODUCTS

2.1 DESCRIPTION

- A. Furnish gear and power actuators with position indicators.

2.2 MANUAL OPERATORS

- A. Operators shall be designed with a safety factor of 5 for torsional and shear stresses. The operating mechanism shall be so located and so designed that parts subject to the maintenance shall be easily accessible.
- B. Manual operators shall be so sized that a maximum of 80 pounds of rim force/pull is required for operation.
- C. Positions of operators shall be approved by Engineer.
- D. Valve shall be made to open when turned to the left or counterclockwise.
- E. The direction of the operator to open position shall be indicated on the operator.
- F. Bevel gear activators shall provide vertical mounting of the handwheel. Handwheels shall be included.
- G. Crank/Handle: Cranks shall be cast iron with a rotating brass grip. They shall be a maximum of 15 inches in length and keyed to the operator nut.
- H. Chainwheels shall be cast iron and furnished complete with chain and guides. Chain shall be galvanized and shall be looped to extend to within 4 feet of the floor below the valve.
- I. Handwheels shall be fabricated steel. They shall be a maximum of 30 inches in diameter and keyed to the operating nut.
- J. Lever shall be fabricated steel, shall include a setscrew and be grease lubricated.
- K. Chain lever shall indicate chain and lever. Materials shall be galvanized.
- L. Infinite lever shall be of extra heavy steel and capable to be moved to any position and locked in place by a simple wing nut.
- M. Position lever shall be of extra heavy steel with a multiple position throttling plate.
- N. Wrench heads shall be cast iron with setscrew. They shall be furnished for wrench nuts except where extension stems or T-handle wrenches are required.
- O. Wrench nuts shall be provided with a 2-inch operating nut when a T-handle wrench or extension stem is required. Other wrench nuts shall be furnished with a wrench head.

2.3 ACCESSORIES

- A. Position Indicator: Position indicators shall be of bronze or cast iron construction.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

- B. Provide shop inspection and testing of completed assemblies.
- C. Certificate of Compliance: Manufacturer to submit certificate of compliance with American Iron and Steel requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that field dimensions are as indicated on Shop Drawings.

3.2 INSTALLATION

- A. Securely mount actuators using brackets or hardware specifically designed for attachment to valves.
- B. Extend chain actuators to 5-1/2 feet above operating floor level.
- C. Special attention shall be given by Contractor to ensure that items furnished under this Section are installed in accordance with manufacturer's recommendations.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. After installation, inspect for proper supports and interferences.
- C. Repair damaged coatings with material equal to original coating as specified in Section 09 92 00 – Facility Painting.

END OF SECTION 40 05 57

SECTION 40 05 64 - BUTTERFLY VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rubber-seated butterfly valves.

B. Related Requirements:

1. Section 09 92 00 – Facility Painting: Coating and touchup of shop primed surfaces with primer.
2. Section 10 14 00 – Identification Devices: Product and execution requirements for identification specified by this Section
3. Section 40 05 51 - Common Requirements for Process Valves: Basic materials and methods related to valves commonly used for process systems.
4. Section 40 05 57 – Actuators for Process Valves:

1.2 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA C504 - Rubber-Seated Butterfly Valves.

B. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
2. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
3. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.

C. ASTM International:

1. ASTM A536 - Standard Specification for Ductile Iron Castings.
2. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
3. ASTM D3222 - Standard Specification for Unmodified Poly(Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials.
4. ASTM D4101 - Standard Specification for Propylene Injection and Extrusion Materials.

D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content

1.3 SUBMITTALS

A. Section 01 33 00 – Submittal Procedures: Requirements for submittals.

B. Product Data:

1. Submit catalog information, indicating materials of construction and compliance with indicated standards.

C. Source Quality - Control Submittals: Indicate results of factory tests and inspections

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.

PART 2 - PRODUCTS

2.1 BUTTERFLY VALVES (B)

A. Manufacturers:

1. DeZurik
2. Henry Pratt Co
3. Miliken
4. Kennedy Valve
5. Keystone Valve
6. Substitutions: As specified in Section 01 60 00 – Product requirements.

B. Description:

1. Comply with NSF 61 and 372.
2. Comply with AWWA C504, Class 150B.
3. Suitable for installation between ANSI B16.1, Class 125 flanges.
4. Working Pressure: 150 psig.
5. Shaft: Self-lubricating.
6. Seats:
 - a. Mounted on body for valves 24 inches and smaller.
 - b. Type: Field replaceable for valves larger than 30 inches.
7. Packing: Replaceable without dismantling valve.
8. End Connections: Comply with ASME B16.1.
9. Provide gear actuators conforming to AWWA C504 for manual valves.
10. Provide valve position indicator.

C. Operator:

1. Furnish gear operators for valves 8 inches and larger.
2. Provide handwheels for accessible valves and for valves mounted over 7 feet above floor, chainwheel operators.
3. Gear Actuators: Conforming to AWWA C504 for manual valves.
4. Electric Actuators: Refer to Section 40 05 51 – “Common Requirements for Process Valves.”

D. Materials:

1. Body: Cast iron, ASTM A126 Class B.
2. Shaft: 316 Stainless Steel, ASTM A276, Type 316.
3. Disc: Cast Iron ASTM A48 Class 40C.
4. Disc Seating Edge: 316 Stainless Steel, ASTM A276, Type 316.
5. Seats:
 - a. Type: Resilient and replaceable.
 - b. Material: Synthetic rubber material selected by manufacturer for the intended service.
6. Seating Surfaces: Type 316 stainless steel.
7. Bearings: Nylon and Molybdenum Disulphite Composition.
8. Packing: Acrylonitrile Butadiene.
9. Plug: Malleable Iron, ASTM A47-52 Grade 35018.
10. Connecting Hardware: Type 316 stainless steel.

- E. Finishes: As specified in Section 40 05 51 - Common Requirements for Process Valves.

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. As specified in Section 40 05 51 - Common Requirements for Process Valves.
- C. Testing: Test butterfly valves according to AWWA C504.
- D. Certificate of Compliance: Manufacturer to submit certificate of compliance with American Iron and Steel requirements

PART 3 - EXECUTION

3.1 ERECTION

- A. Equipment provided under this Section shall be fabricated, assembled, erected, and placed in proper operation condition in full conformity with detail drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer approved by Engineer.

3.2 FIELD QUALITY CONTROL

- A. Installation: Special attention shall be given by CONTRACTOR to ensure that items furnished under this Section are installed in accordance with manufacturer's recommendations.

END OF SECTION 40 05 64

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SECTION 40 05 65.29 - DOUBLE-DISK CHECK VALVES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Double-disk swing check valves, 2 through 52 inches in size.
- B. Related Requirements:
 - 1. Section 09 92 00 – Facility Painting: Coating and touchup of shop primed surfaces with primer.
 - 2. Section 10 14 00 – Identification Devices: Product and execution requirements for identification specified by this Section
 - 3. Section 40 05 51 - Common Requirements for Process Valves: Basic materials and methods related to valves commonly used for process systems.

1.2 REFERENCE STANDARDS

- A. American Water Works Association:
 - 1. AWWA C518 - Dual-Disc Swing-Check Valves for Waterworks Service.
- B. ASTM International:
 - 1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 2. ASTM A536 - Standard Specification for Ductile Iron Castings.
 - 3. ASTM B148 - Standard Specification for Aluminum-Bronze Sand Castings.
- C. NSF International:
 - 1. NSF 61 - Drinking Water System Components - Health Effects.
 - 2. NSF 372 - Drinking Water System Components - Lead Content.
- D. SSPC - The Society for Protective Coatings:
 - 1. SSPC SP 6 - Commercial Blast Cleaning.

1.3 COORDINATION

- A. Section 01 31 00 – Project Management and Coordination: Requirements for coordination.
- B. Coordinate Work of this Section with piping and equipment connections as specified in other Sections and as indicated on Drawings.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 31 00 – Project Management and Coordination: Requirements for preinstallation meeting.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit catalog information, indicating materials of construction and compliance with indicated standards.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- D. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
 - E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
 - F. Qualifications Statement:
 - 1. Submit qualifications for manufacturer.
- 1.6 CLOSEOUT SUBMITTALS
- A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.
 - B. Section 01 78 23 – Operation and Maintenance Data: Requirements for O&M manuals.
 - C. Section 01 78 39 - Project Record Documents: Record actual locations of piping, valves and other appurtenances, connections, and centerline elevations.
- 1.7 QUALITY ASSURANCE
- A. Comply with AWWA C518.
 - B. Materials in Contact with Potable Water: Certified according to NSF 61 and NSF 372.
- 1.8 QUALIFICATIONS
- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- 1.9 DELIVERY, STORAGE, AND HANDLING
- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
 - B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
 - C. Store materials according to manufacturer instructions.
 - D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Protect valves and appurtenances by storing off ground.
 - 3. Provide additional protection according to manufacturer instructions.
- 1.10 EXISTING CONDITIONS
- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.
- 1.11 WARRANTY
- A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.
 - B. Furnish 1-year manufacturer's warranty for double-door (double-disk) check valves.

PART 2 - PRODUCTS

2.1 DOUBLE-DOOR CHECK VALVES

A. Manufacturers:

1. APCO DeZurik
2. Cla-Val
3. Mueller Pratt
4. Val-Matic
5. Substitutions: As specified in Section 01 60 00 - Product Requirements.

B. Description:

1. Type: Double-door (double disk), spring-loaded, swing check valves.
2. Size: 2 through 52 inches.
3. Style: Wafer to fit inside 125# ANSI bolt circles.
4. Body: Cast iron, ASTM A126 or Ductile iron, ASTM A536.
5. Disk/Door: Aluminum-bronze, ASTM B148.
6. Spring: Stainless Steel
7. Seats: Stainless Steel
8. Seal: Buna-N.
9. Hinge Pin and Spring: Type 316 stainless steel.

C. Working Pressure:

1. Valves 2 through 12 Inches: 200 psig at 140 deg. F.
2. Valves 14 through 52 Inches: 150 psig at 140 deg. F.

D. Finishes: As specified in Section 40 05 51 - Common Requirements for Process Valves.

2.2 SOURCE QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Certificate of Compliance: Manufacturer to submit certificate of compliance with American Iron and Steel requirements.

C. Testing:

1. Hydrostatically test check valves at twice rated pressure according to AWWA C518.
2. Permitted Leakage at Indicated Working Pressure: None.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 31 00 – Project Management and Coordination: Requirements for pre-installation conference.

B. Verify that field dimensions are as indicated on Shop Drawings.

C. Inspect existing flanges for nonstandard bolt-hole configurations or design and verify that new valve and flange mate properly.

3.2 PREPARATION

A. Section 01 73 00 - Execution: Requirements for installation preparation.

B. Thoroughly clean valves before installation.

C. Surface Preparation:

1. Touch up shop-primed surfaces with primer as specified in Section 099000 - Painting and Coating.
2. Solvent-clean surfaces that are not shop primed.
3. Clean surfaces to remove loose rust, mill scale, and other foreign substances by power wire brushing.
4. Prime surfaces as specified in Section 099000 - Painting and Coating.

3.3 INSTALLATION

A. According to AWWA C518 and manufacturer instructions.

B. Dielectric Fittings: Provide between dissimilar metals.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.

B. Section 01 73 00 - Execution: Requirements for testing, adjusting, and balancing.

C. Inspection:

1. Inspect for damage to valve lining or coating and for other defects that may be detrimental as determined by Architect/Engineer.
2. Repair damaged valve or provide new, undamaged valve.
3. After installation, inspect for proper supports and interferences.

D. Pressure Testing: As indicated in piping schedule.

E. Pressure test valves with piping.

3.5 CLEANING

A. Section 01 77 00 - Closeout Procedures: Requirements for cleaning.

B. Keep valve interior clean as installation progresses.

C. After installation, clean valve interior of soil, grit, loose mortar, and other debris.

END OF SECTION 40 05 65.29

SECTION 40 05 67 - SPECIALIZED PRESSURE AND FLOW-CONTROL VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pressure-reducing valves.

B. Related Requirements:

1. Section 09 92 00 – Facility Painting: Coating and touchup of shop primed surfaces with primer.
2. Section 10 14 00 – Identification Devices: Product and execution requirements for identification specified by this Section
3. Section 40 05 51 - Common Requirements for Process Valves: Basic materials and methods related to valves commonly used for process systems.

1.2 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

B. ASME International:

1. ASME B1.20.1 - Pipe Threads, General Purpose, Inch.
2. ASME B1.20.2M - Pipe Threads, 60 deg., General Purpose (Metric).
3. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
4. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
5. ASME B16.11 - Forged Fittings, Socket-Welding and Threaded.
6. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.

C. ASTM International:

1. ASTM A536 - Standard Specification for Ductile Iron Castings.
2. ASTM B61 - Standard Specification for Steam or Valve Bronze Castings.
3. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.

D. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

1.3 COORDINATION

- ##### A. Section 01 31 00 – Project Management and Coordination: Requirements for coordination.

- ##### B. Coordinate Work of this Section with process piping Work.

1.4 PREINSTALLATION MEETINGS

- ##### A. Section 01 31 00 - Project Management and Coordination: Requirements for preinstallation meeting.

- ##### B. Convene minimum one week prior to commencing Work of this Section.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information, indicating materials of construction and compliance with indicated standards.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- E. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Qualifications Statements:
 - 1. Submit qualifications for manufacturer and installer.
 - 2. Submit manufacturer's approval of installer.

1.6 QUALITY ASSURANCE

- A. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three years' experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.9 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

1.10 WARRANTY

- A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.
- B. Furnish 1-year manufacturer's warranty for pressure reducing valves.

PART 2 - PRODUCTS

2.1 PRESSURE-REDUCING AND CHECK VALVE PRV-01

A. Manufacturers:

- 1. Singer
- 2. CLA-VAL
- 3. Substitutions: As specified in Section 01 60 00 - Product Requirements.

B. Description:

- 1. Primary Function: The valve shall be a pilot operated pressure reducing valve which will reduce a high inlet pressure to a low outlet pressure. The valve shall maintain a relatively constant downstream pressure regardless of fluctuations in supply pressure or flow rate. When system pressure reverses (downstream pressure is higher than upstream pressure) the main valve shall close drip tight to prevent reverse flow.
- 2. Operation: The pilot shall be normally open and react to small changes in downstream pressure which acts to modulate the main valve bonnet pressure to hydraulically adjust the inner valve assembly position to maintain a constant downstream pressure. Pilot check valves shall be arranged so that upon pressure reversal the higher outlet pressure shall apply pressure to the diaphragm chamber to close the main valve while a second pilot check valve shall prevent loss of pressure from the bonnet chamber to the lower inlet pressure.
- 3. Type: Pilot-operated globe valve.
- 4. Inlet Pressure Range: 60-100 psig at 60 degrees F.
- 5. Outlet Pressure Range: 5-30 psig at 60 degrees F (Field Adjustable setpoint)
- 6. Minimum Flow: 500 gpm
- 7. Maximum Continuous flow: 4900 gpm
- 8. Operation:
 - a. Failure Mode: CLOSED.
 - b. Actuator:
 - 1) Type: Hydraulic.
 - 2) Actuation: Diaphragm.
 - c. Control: Pilot.
 - 1) Adjustable pilot spring shall be supplied with a spring range of 5-30 psi or similar approved range
- 9. Downstream Pressure Set Point:
 - a. Field adjustable.
- 10. Internal Access:
 - a. Flanged cover piece.
 - b. Valve cover shall have a separate stem cap giving access to the stem for alignment check, spring installation, and ease of assembly.
- 11. Furnish position indicator.
- 12. Furnish self-cleaning opening speed control with wye strainer
- 13. Furnish upstream and downstream pressure gauges on PRV
- 14. Control trim shall be configured to allow for easy removal of air from the valve bonnet.
- 15. End Connections:
 - a. 12-inch
 - b. Flange Class 150#.
 - c. Comply with ASME B16.42.

C. Materials:

1. Body:
 - a. Ductile iron.
 - b. Comply with ASTM A536.
2. Diaphragm: EPDM rubber or Buna-N.
3. Valve Components: Type 316 stainless steel.
4. Seals: Buna-N or EPDM rubber.
5. Control Trim:
 - a. Fittings: Type 304 stainless steel.
 - b. Pilot Tubing: Type 316 stainless steel
6. Anti-Cavitation Trim
 - a. Due to the potential for noise, vibration and erosion damage from cavitation, the valve manufacturer shall provide cavitation analysis. Cavitation analysis shall provide the status of cavitation based on customer supplied parameters as to valve size, flow rate requirements and pressure conditions. The cavitation analysis shall also provide information as to Cv factor, percent of valve lift, cavitation index and noise level.
 - b. The valve manufacturer shall include cavitation control trim as necessary, which shall be engineered to be optimized to the actual operating parameters of the control valve application and warranted to perform correctly and prevent main valve cavitation damage under the stated conditions. Orifice plates or other non-engineered cavitation control devices shall not be used to prevent or minimize valve cavitation.
7. Finishes: As specified in Section 40 05 51 - Common Requirements for Process Valves.

2.2 SOURCE QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Testing PRVs and Pressure-Sustaining Valves:

1. Leakage Testing:
 - a. Test each assembled valve hydrostatically at 1-1/2 times rated working pressure for minimum five minutes.
 - b. Test each valve for leakage at rated working pressure against closed valve.
 - c. Permitted Leakage: None.
2. Functional Testing:
 - a. Test each valve to verify specified performance.

C. Certificate of Compliance:

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.
3. Manufacturer to submit certificate of compliance with American Iron and Steel requirements

PART 3 - EXECUTION

3.1 EXAMINATION

A. As specified in Section 40 05 51 - Common Requirements for Process Valves.

3.2 INSTALLATION

A. As specified in Section 40 05 51 - Common Requirements for Process Valves.

B. Provide factory trained technician onsite for startup and commissioning.

3.3 FIELD QUALITY CONTROL

A. As specified in Section 40 05 51 - Common Requirements for Process Valves.

END OF SECTION 40 05 67

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SECTION 40 71 13 - MAGNETIC FLOW METERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Magnetic flow meters.
2. Transmitters.
3. Indicators.
4. Recorders.
5. Integrators.

B. Related Requirements:

1. Section 26 05 23 - Control-Voltage Electrical Power Cables: Control power wiring requirements.

1.2 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance.
2. AWWA M33 - Flowmeters in Water Supply.

B. ASME International:

1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.

C. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

1.3 COORDINATION

A. Section 01 31 00 – Project Management and Coordination: Requirements for coordination.

B. Coordinate Work of this Section with piping Work.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit manufacturer information for system materials and component equipment, including connection requirements.

C. Shop Drawings:

1. Indicate system materials and component equipment.
2. Submit installation requirements and other details.
3. List of spare parts and optional equipment.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Source Quality-Control Submittals: Indicate results of shop tests and inspections.

F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

G. Manufacturer Reports:

1. Certify that equipment has been installed according to manufacturer instructions.
2. Indicate activities on Site, adverse findings, and recommendations.

H. Qualifications Statement:

1. Submit qualifications for manufacturer.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.

B. Section 01 78 23 – Operation and Maintenance Data: Requirements for O&M manuals.

C. Section 01 78 39 - Project Record Documents: Record actual locations and final orientation of equipment and accessories.

1.6 QUALITY ASSURANCE

A. Ensure that materials of construction of wetted parts are compatible with process liquid.

B. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 20 years' documented experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

C. Store equipment according to manufacturer instructions.

D. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.9 WARRANTY

A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.

B. Furnish five-year manufacturer's warranty for magnetic flow meters and appurtenant devices.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Furnish sensors, field preamplifiers, signal conditioners, offset and span adjustments, amplifiers, transducers, transmitters, control devices, interconnecting cables, and unit conversions and algorithms as required for application.

2.2 MAGNETIC FLOW METERS

- A. Furnish sensors, field preamplifiers, signal conditioners, offset and span adjustments, amplifiers, transducers, transmitters, control devices, interconnecting cables, and unit conversions and algorithms as required for application.

- B. Manufacturers:

1. ABB
2. Endress and Hauser
3. Honeywell, Inc.
4. Johnson Yokogawa Corp.
5. Krohne America
6. Rosemount

- C. Flow Rate Range:

1. Expectant flow ranges for the meters
 - a. See Schedule
2. Meters shall be capable of meter in the ranges indicated and +20% above and below the expectant ranges.

- D. Size: As indicated in Schedule.

- E. Flow Tubes:

1. Material:
 - a. Liner to be NSF 61 Compliant
2. Length: Manufacturers standard length for diameter specified.
3. End Connections:
 - a. As specified in Schedule

- F. Performance and Design Criteria:

1. Design: According to AWWA M33

- G. Electrodes:

1. Type Hastalloy C
2. Self-cleaning or flush for clean fluids.

- H. Performance

1. Plus or minus 0.5 percent of actual flow rate over a 30:1 range.
2. Internal meter verification
3. Process diagnostics, coating diagnostics and ground loop verification.
4. 3 Point calibration with pressure test traceable to NIST standards

- I. Provide adjustment for zero and span.

- J. Accessories:

1. Furnish cable between the transmitter and receiver.

2. Provide software or any cables needed for communication or meter verification

- K. Meters 1/10 through four inch shall be wafer style or as indicated on the Drawings. Flangeless meters shall be designed for installation between 150 class or 300 class ANSI, DIN, or BS pipe flanges. Flangeless meters shall have a tefzel liner and zirconium or platinum electrodes. Meters six inches or larger shall be flanged design, ASME B16.1, carbon steel.
- L. Meter shall be capable of withstanding accidental submergence in up to 30 feet of water for up to 48 hours without damage. Field coil design shall be such that they shall not overheat or otherwise be damaged if flow tube is not totally filled with fluid. Magmeters shall be furnished with two 316 stainless-steel grounding rings.
- M. The sensing element shall be constructed of suitable materials to withstand submergence to 30 feet to IP 68 rating indefinitely. The tube shall be designed so that it may be buried to a depth of 15 feet where applicable. Provide evidence of ability to be buried. Directions for installation of conduit and wiring connections shall be clearly written and graphically shown for installer's use.
- N. Magnetic flowmeter signal converter shall consist of solid-state, feedback-type microprocessor circuitry. Operational parameters shall be used configurable locally via an integral push-button arrangement or via a remote intelligent terminal.
- O. Where indicated on Drawings, a high frequency digital proportional output shall be provided for use with high accuracy totalizers. To eliminate errors, the converter shall incorporate an integral zero return circuit to provide a constant zero output signal in response to an external dry contact closure. An automatic empty pipe detector and low-flow cutoff shall be provided as standard.
- P. Description: Low-frequency, electromagnetic induction-type flow meter, producing a linear signal directly proportional to flow rate, consisting of flow tube, signal cable, and transmitter.

2.3 TRANSMITTERS

- A. Transmitter Output:
 - 1. 4- to 20-mA dc analog signal.
 - 2. Accuracy: Plus or minus 0.5 percent of full scale.
 - 3. Display flow rate and totalized flow.
- B. Housing Material: Cast aluminum.
- C. HMI:
 - 1. Touch-screen programming, functioning through enclosure window without opening enclosure or integral keypad.
 - 2. Display:
 - a. Size: Three (minimum) lines.
 - b. Type: Backlit digital display.
 - c. User-selectable engineering units.
 - d. Readout of diagnostic error messages.
- D. Mounting:
 - 1. See Schedule
- E. Transmitter Communication Interface: PROFIBUS.
- F. Communication Firmware and Software: Manufacturer's current.

G. Accessories:

1. Current signal output simulation.
2. Empty pipe detection.
3. Self-diagnostics.
4. Automatic zero adjustment.
5. Signal Cable: Provided by flow meter manufacturer, minimum 60 feet or as required in Schedule

2.4 INDICATORS

A. Description:

1. Integrally mounted in transmitter housing.
2. Scale: Graduated.
3. Length: As indicated on Drawings.
4. Units: gpm.
5. Mounting: Remote

2.5 OPERATION

A. Control Power:

1. Wiring: As specified in Section 26 05 03 - Equipment Wiring Connections.
2. 120-V ac, single phase, 60 Hz.
3. Furnish local transformers as required.

B. Enclosures: NEMA 4X.

2.6 SOURCE QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Provide shop inspection and testing of meters according to AWWA M6.

C. Certificate of Compliance:

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 31 00 – Project Management and Coordination: Requirements for pre-installation conference.

B. Verify that items provided by other Sections of Work are ready to receive Work of this Section.

3.2 INSTALLATION

A. Coordinate location and orientation of flow meter with final equipment installations.

B. Ensure that instruments are located to be easily accessible for maintenance. Install products in accordance with manufacturer's written instruction and in compliance with recognized industry practices to ensure that products fulfill requirements.

- C. Elements that are supported by plumbing or piping, or that have only plumbing or piping connections shall be installed under those Sections.
- D. Plumbing, piping or pneumatic signal connections to elements requiring such connections shall be made under those Sections. Control panels will be installed in accordance with Division 33 with piping connections to control panels being made under Division 40.
- E. Drawings: Drawings are not intended to show every detail of construction or location of piping, conduit or equipment. Where proper operation or construction makes it necessary or advisable to change location of piping, instrumentation equipment or other equipment, Contractor shall so inform Engineer for approval and permission.
- F. Ensure that products are installed plumb and true, free of warp or twist, within tolerances specified by the manufacturer and as indicated in the contract documents.
- G. Wiring between flow sensors and remote mounted signal converters shall use cable type and procedures as per the manufacturer's recommendations

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 01 73 00 - Execution: Requirements for testing, adjusting, and balancing.
- C. Testing:
 - 1. Test and calibrate flow meter to demonstrate that it meets specified accuracy requirements.
 - 2. Comply with AWWA M6.
- D. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than 8 hours on Site for installation, inspection, startup, field testing, and instructing Owner's personnel in operation and maintenance of equipment.
- E. Equipment Acceptance:
 - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
 - 2. Make final adjustments to equipment under direction of manufacturer's representative.
- F. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.

3.4 DEMONSTRATION

- A. Section 01 79 00 – Demonstration and Training: Requirements for demonstration and training.
- B. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

3.5 ATTACHMENTS

A. Flow Meter Schedule:

1. FM-01
 - a. Location:
 - 1) Flow Tube: Lower Level WWS pump alcove
 - 2) Transmitter: Main Level Filter Room
 - b. Type: Magnetic Flow Meter
 - c. Size: 14-inch diameter
 - d. Flow Rate Range: 100 to 6,000 gpm
 - e. Transmitter: Remote, Wall Mount
 - f. Cable Length: Minimum 60 feet
 - g. Output Signal: 4-20 mA
 - h. Connections: Flow Tube - Flanged
 - i. Process Fluid: Potable Water

END OF SECTION 40 71 13

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SECTION 40 72 43 - PRESSURE AND DIFFERENTIAL PRESSURE TYPE LEVEL METERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hydrostatic-level measurement devices.
2. Transmitters.

B. Related Requirements:

1. Section 26 05 23 – Control-Voltage Electrical Power Cables: Control power wiring requirements.

1.2 REFERENCE STANDARDS

A. International Electrotechnical Commission:

1. IEC 61508 - Functional safety of electrical/electronic/programmable electronic safety-related systems.
2. IEC 61511 - Corrigendum 1 - Functional safety - Safety instrumented systems for the process industry sector.

B. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit manufacturer information for system materials and component equipment, including connection requirements.

C. Shop Drawings:

1. Indicate system materials and component equipment.
2. Submit installation requirements and other details.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Source Quality-Control Submittals: Indicate results of factory tests and inspections.

F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

G. Manufacturer Reports: Certify that equipment has been installed according to manufacturer instructions.

H. Qualifications Statement:

1. Submit qualifications for manufacturer.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 77 00 - Closeout Procedures: Requirements for closeout procedures.

- B. Section 01 78 23 – Operation and Maintenance: Requirements for O&M manuals.
- C. Section 01 78 39 - Project Record Documents: Record actual locations and final orientation of equipment and accessories.

1.5 QUALITY ASSURANCE

- A. Ensure that materials of construction of wetted parts are compatible with process liquid.
- B. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 20 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.8 WARRANTY

- A. Section 01 77 00 - Closeout Procedures: Requirements for warranties.
- B. Furnish five-year manufacturer's warranty for measurement devices.

PART 2 - PRODUCTS

2.1 HYDROSTATIC-LEVEL MEASUREMENT DEVICES

- A. Manufacturers:
 - 1. ABB
 - 2. Rosemount
 - 3. Endress and Hauser
 - 4. Honeywell
 - 5. Substitutions: As specified in Section 01 60 00 - Product Requirements.
- B. Body
 - 1. Enclosure Type NEMA 4x rated
 - 2. Differential pressure units shall be furnished with close coupled stainless steel three valve manifold assembly.

C. Sensor:

1. Description: Pressure sensor, condensate proofed and long-term stable, and incorporating continuous temperature and pressure compensation.
2. Factory set correction coefficients shall be stored in the sensor's non-volatile memory for correction and linearization of the sensor output in the electronics section.
3. Turndown: 100:1.
4. Measuring Cell:
 - a. Hermetically sealed.
 - b. Material: Ceramic.
 - c. Accuracy: Plus or minus 0.1 percent.
 - d. Furnish pressure overload resistance to 60-psig nominal pressure.

D. Electronics

1. Correct the digital signal from the sensor and convert it into a 4-20 mA analog signal for transmission to receiving devices
2. Contain user selectable square root extractors to provide a linear 4-20 mA DC output proportional to flow, when activated.
3. Contain configuration parameters and diagnostic data in non-volatile memory and shall be capable of communicating with a remote interface device.
4. Span and zero shall be continuously adjustable externally over the entire range. Span and zero adjustments shall be capable of being disabled internally.
5. Output signal damping shall be provided, with an adjustable time constant of 0-36 seconds.

E. Display:

1. 4-digit LCD indicator capable of displaying engineering units.
2. Pushbutton or local programming

F. Mounting:

1. All 316 SS mounting brackets shall be provided

G. Connections:

1. Provide all necessary connectors, SS tubing, and appurtenances to connect to process piping

H. Output:

1. 4-20 mA, 24 VDC.

I. Calibration:

1. Total Long-Term Stability shall be no less than 0.2% of upper range limit for 10 years.
2. Each transmitter shall have a stainless-steel tag with calibration data attached to body.

J. Communications Protocol: Fieldbus.

K. Operation: Menu guided.

2.2 SOURCE QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Provide shop inspection and testing of completed assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that items provided by other Sections of Work are ready to receive Work of this Section.

3.2 INSTALLATION

- A. Coordinate location and orientation of level probe assemblies with final equipment installations.
- B. Ensure that instruments are located to be easily accessible for maintenance.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 01 73 00 - Execution: Requirements for testing, adjusting, and balancing.
- C. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than 8 hours on Site for installation, inspection, field testing, and instructing Owner's personnel in maintenance of equipment.
- D. Equipment Acceptance:
 - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
 - 2. Make final adjustments to equipment under direction of manufacturer's representative.
- E. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.
- F. Furnish configuration worksheet for each device detailing all site-specific settings and setpoints that deviate from factory setup.

3.4 DEMONSTRATION

- A. Section 01 79 00 – Demonstration and Training: Requirements for demonstration and training.
- B. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

3.5 ATTACHMENTS

A. Level Sensor Schedule:

1. PIT-61A, PIT-61B, PIT-61C, PIT-61D:
 - a. Manufacturer: TBD.
 - b. Model: TBD.
 - c. Operating Range: 0-20 feet of water
 - d. Scale range: 0-12 feet of water
 - e. Location: Each Filter Outlet – Filters 1, 2, 3, 4.
 - f. Type: Differential Pressure.
 - g. Mounting: Wall.
 - h. Process Fluid: Potable Water.

END OF SECTION 40 72 43

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SECTION 43 23 21 –CENTRIFUGAL WATER PUMPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes single stage, end suction, horizontal centrifugal pumps for pumping potable water with the following features:
 - 1. Inverter rated motors.
 - 2. Variable frequency motor controllers.
 - 3. Base plate and concrete pump base.
 - 4. Power and control connections.
 - 5. Piping connections.
 - 6. Pressure gauges.
 - 7. Base plate drain piping.
 - 8. Related pump equipment for a complete and operational equipment install.
- B. Related Sections:
 - 1. Section 01 79 00 "Demonstration and Training."
 - 2. Section 26 29 23 "Variable Frequency Motor Controllers."
 - 3. Section 40 73 13 "Pressure and Differential Pressure Gauges."

1.2 REFERENCE STANDARDS

- A. American Bearing Manufacturers Association:
 - 1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
 - 2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
- B. ASME International:
 - 1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings.
- C. ASTM International:
 - 1. ASTM A29/A29M - Standard Specification for General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought.
 - 2. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
 - 3. ASTM A606/A606M - Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, with Improved Atmospheric Corrosion Resistance.
 - 4. ASTM A744/A744M - Standard Specification for Castings, Iron-Chromium-Nickel, Corrosion Resistant, for Severe Service.
 - 5. ASTM B148 - Standard Specification for Aluminum-Bronze Sand Castings.
 - 6. NSF International:
 - 7. NSF 61 - Drinking Water System Components - Health Effects.
 - 8. NSF 372 - Drinking Water System Components - Lead Content
- D. Hydraulic Institute Standards
- E. National Electrical Manufacturer's Association

1.3 COORDINATION

- A. Coordinate installation and startup of Work of this Section with plant operations.
- B. Hoisting equipment needed for pump installation will be furnished by Contractor.

1.4 SCHEDULING

- A. Schedule Work of this Section to install pump prior to connecting piping Work.

1.5 SYSTEM DESCRIPTION

- A. The pumps will be used to supply wash water for backwashing filters for a potable water treatment facility. The wash water is supplied from a clearwell containing finished water.
- B. Design Requirements: Average and minimum system head curves for each pump application are included herein. Duty points for each pump are indicated on the system curves or within the Schedule.
- C. Performance Requirements: Except where noted, each pump shall be designed to operate continuously at the intersection of its pump curve and the minimum system curve with available net positive suction head as shown without cavitation and without requiring throttling to prevent cavitation or overloading the motor. Multiple pumps running concurrently shall also satisfy the above condition.
 - 1. Performance curves of variable speed pumps at maximum speed shall intersect the system curves, and pumps shall be designed for operation at that duty point unless otherwise noted on Schedule.
 - 2. Variable speed pumps' characteristic curves shall have a minimum shutoff head as noted on Schedule.

1.6 SYSTEM RESPONSIBILITY

- A. Pump manufacturer may rely upon information on Pump Schedule pertaining to steady-state operating conditions (flow, TDH, NPSHA, etc.). However, pump manufacturer shall be responsible to review this Specification Section 26 29 23, Division 40, relevant pipework Drawings, schematics, and electrical and instrumentation Drawings to ensure that equipment offered is suitable for the purposes intended by the Contract Documents. Refer questions and clarifications to Engineer.

1.7 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit detailed dimensions for materials and equipment, including wiring and control diagrams, performance charts and curves, installation and anchoring requirements, fasteners, and other details.
 - a. All pumps shall be equipped with variable speed drives. Provide variable speed performance curves for each pump, between 50% of maximum speed and maximum speed in 100 rpm increments, developed by the pump manufacturer using affinity laws based on shop test results at maximum speed.
 - 2. Anchor bolt details and loads. Information shall include calculations for axial and lateral shear, base moment and gravity loads.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Source Quality-Control Submittals: Indicate results of shop tests and inspections. Tests for limiting suction conditions are required.
- D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- E. Manufacturer Reports: Certify that equipment has been installed according to manufacturer instructions.

1.8 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Manual: Provide two paper copies and one digital copy of the operation, maintenance and installation requirement of the supplied equipment.
- B. Project Record Documents: Record actual locations and final orientation of equipment and accessories.

1.9 WARRANTY

- A. Furnish one-year manufacturer's warranty for pumps and accessories.

PART 2 - PRODUCTS

2.1 END SUCTION CENTRIFUGAL WATER PUMPS

A. Manufacturers:

- 1. Pumps:
 - a. Patterson Pumps
 - b. Pentaire Fairbanks
 - c. Substitutions: None.
- 2. Motors:
 - a. US Electrical Motors
 - b. General Electric
 - c. ABB/Balder/Reliance
 - d. Substitutions: As specified in Section 01 60 00 - Product Requirements.

B. General:

- 1. Pumps, motors and accessories shall be supplied as a complete package from a single pump supplier who shall be responsible for proper operation of the equipment.
- 2. All pump components shall be the product of the same manufacturer for purposes of parts interchangeability.

C. Performance Requirement:

- 1. Pump motor nameplate horsepower shall be sufficient for non-overloading operation at all points on the performance curve of the impeller selected to meet the duty point including horsepower requirements of the drive. At no point shall the required brake horsepower exceed 85 percent of the motor nameplate horsepower multiplied by the motor service factor.
- 2. Pumps shall fit into the space provided on the Contract Drawings, without adjustment of adjacent piping.
- 3. When operating over the specified range of conditions, the pumps shall not cavitate and shall be free of undue noise and vibration. Vibration levels of each installed pump and motor shall be less than inches per second as shown in the Hydraulic Institute Standards.
- 4. Pumps and drive units shall be designed for variable speed operations, and shall operate without undue noise and vibration between 50% and 100% of rated synchronous speed.

D. Description: Centrifugal, horizontal, end suction pump, with direct-coupled electric motor.

- 1. Horizontal, single-stage centrifugal pump, with variable-speed electric motor.
- 2. Number of Stages: One.
- 3. Rotation: Pump shall be capable of either CW or CCW operation and set for the appropriate rotation prior to shipment. Direction of rotation and arrangement of suction and discharge piping shall be as required by the installation shown on Drawings.

2.2 Materials and Construction

A. Casing:

1. Type: End suction; with access for inspection and adjustment.
2. Material: ASTM A48/A48M, cast iron for working pressures up to 175 psig
3. Connections:
 - a. ½" NPT openings for air vent and drain.
 - b. ¼" NPT openings for suction and discharge gauge connections.
4. Suction Inlet: Furnish flow guide vanes.
5. End Connections:
 - a. Flanged.
 - b. Comply with ASME B16.1, Class 125.
6. Mounting feet shall be cast integral with lower half casing.

B. Impeller:

1. Material: ASTM B148, aluminum-bronze or 316 stainless steel.
2. Description: One piece cast bronze, hydraulically and dynamically balanced, keyed to pump shaft and held in place by bronze shaft sleeves secured by shaft nuts.
3. Impeller shall be provided with renewable bronze wear rings securely fastened to the impeller hub.
4. Impellers shall be keyed to the shaft and fixed in an axial position. Hubs shall have sufficient metal thickness to allow machining for installation of impeller rings.
5. Impeller shall not be maximum size available for selected pump curve.

C. Shaft:

1. Materials: ASTM A29/A29M, steel; accurately machined and designed to transmit the full driver output.
2. Furnish positioners to center impeller on shaft. Shafts shall be sized such that deflection shall not exceed 0.002 inches at the face of the stuffing box when the pump is operating at 25% of the best efficiency point capacity for the impeller diameter supplied at the maximum speed of operation.
3. Shafts shall be protected from the pumped liquid in the stuffing box area by a replaceable shaft sleeve, ASTM B584-932 bronze. An O-ring seal shall be provided between the shaft and shaft sleeve to prevent leakage of pumped liquid out and/or air into the pump.

D. Coupling:

1. Flexible couplings shall be provided to connect the pump and motor shafts. They shall be of a type that will permit axial adjustment and also permit the removal of either the pump shaft or motor shaft without disturbance of the other parts. They shall be so mounted as to reduce vibration to a minimum and to compensate for small variation of shaft alignment.
2. Shaft Guard: Enclose shaft and coupling with enclosed-type metal shaft guard complying with OSHA standards.

E. Wearing Rings:

1. Type: Renewable.
2. Material: Bronze.
3. Fasteners: Stainless steel.

F. Glands and Stuffing Boxes:

1. Stuffing box housings and bearing brackets shall be made of the same material as the pump casing. Stuffing boxes shall be tapped for ¾-inch connection and shall be piped to drain. Seal arrangement shall be designed such that seal leakage cannot enter the bearing housings.
2. Design shall allow field conversion from packing to mechanical seals without modifying the stuffing box. Adequate space shall be provided for re-packing or other normal stuffing box maintenance.

3. Stuffing box glands shall be ASTM B584-932 bronze axially split and designed to permit easy removal without requiring disassembly of other parts.
4. Stuffing boxes shall be equipped with a mechanical seal. Mechanical seals shall be John Crane Type 8 or equal, equipped with Ni-Resist stationary faces, carbon rotating faces, stainless steel springs and Viton bellows.
5. Pumps shall be equipped with an internal system for seal lubrication and cooling consisting of brass piping arranged to supply high pressure water from the pump volute to the stuffing box.

G. Lubrication: Grease or oil meeting NSF 61 requirements for potable water.

H. Bearings:

1. Pump shaft bearings shall be ball type.
2. Bearing housings shall be bolted to the end of the bearing bracket. Housings shall provide a fit for the inboard bearing that allows for thermal expansion. The outboard bearing shall be clamped in place to take all thrust loads and keep the rotating element in its proper axial location. Plugged openings for adding new grease and draining old grease shall be provided.
3. Minimum L-10 Life: 100,000 hours at continuous maximum load and speed, according to ABMA 9.

I. Base:

1. Pumps and motors shall be mounted on a common fabricated steel base plate sufficiently rigid to support the pump and driver. The base plate shall incorporate a perimeter drip rim equipped with 3/4-inch tapped drain connection.
2. Anchor bolts shall be stainless steel, provided by the pump manufacturer. Anchor bolts shall restrain the pump while operating at shut-off head. Anchor bolts shall be furnished complete with nuts and sleeves and shall be of sufficient length to permit proper embedment in the foundation concrete. Epoxy adhesive anchors may be used where pump is to be installed on an existing concrete foundation.
3. Anchorage shall comply with manufacturer's instructions.
4. Pump and Drive Mating Surfaces: Machine finished.

J. Resistance Temperature Detectors (RTD's): Provide RTD's on the drive bearing and opposite drive bearing for monitoring bearing temperatures. RTDs to be three-wire platinum with a 0.00385 TCR and a resistance of 100 ohms at 0 degrees C.

K. Miscellaneous:

1. All pumps shall be furnished with stainless steel data plates installed in a readily visible location on the pump. Data plates shall contain the manufacturer's name, pump size and type, serial number, rated speed, impeller diameter, capacity and head rating, and other pertinent data. A special data plate shall be fastened to the pump frame, which shall contain identification of frame and bearing numbers.
2. Pump shall be furnished with the following features:
 - a. Air Release Valve: Cast iron body and cover, stainless steel float, 1/2 inch inlet; Apco Valve and Primer Corporation, Model 55, or as approved.
 - b. Air Release Valve Drain Piping: Provide piping from each pump base and air release valve to the nearest floor drain.
 - 1) Materials:
 - a) Pipe: Copper, ASTM B88, seamless tubing, Type K annealed temper.
 - b) Fittings: Soldered, ASME B16.18 cast bronze, or ASME B16.22 wrought copper and bronze.
 - c) Solder: ASTM B32, Grade 95TA.
 - c. Pressure Gauges: Provided on suction and discharge ends; installed so as to be clearly visible. Pressure gauges shall be in accordance with Section 40 73 13, ranges shall be as shown or scheduled.

- d. Anti-Plugging Switch: Provide to prevent a pump start during reversing of the pump; Allen-Bradley Bulletin 808, or as approved; NEMA 13 enclosure, normally closed contacts. Do not include lockout solenoid.
3. Fully assembled pump, plate, and driver shall not exceed rated working weight of provided crane.

2.3 MOTORS

A. General

1. The drive unit for each pump shall be a standard unit as furnished by the pump manufacturer. Motors shall be of the horsepower, electrical characteristics and enclosure type scheduled. Insulation shall be Class H.
2. Premium efficiency, NEMA MG1 Design B.
3. Motors shall be labeled for inverter duty to permit operation either initially or in the future with a variable frequency drive (VFD) unit.
4. Motors shall be suited to the environmental conditions in which they will be installed and shall be suitable for starting and stopping across the line.

B. Stator Construction

1. The stator iron coreplate shall be of high-grade low loss silicon steel. Stator coils shall be copper magnet-wire form wound VPE insulation tested to meet the requirements of NEMA MG1, Section IV, Part 31. Temperature rise at full load shall be 60 degrees C by resistance.
2. Where scheduled, each stator coil shall be provided with a three-wire, 120-ohm nickel resistive temperature detector (RTD).

C. Rotor Construction

1. Rotors shall be fabricated bar construction copper or cast aluminum.
2. The method of brazing shall be by induction heating. When copper bars or copper end rings are used they shall be made of "oxygen free" copper to minimize embrittlement of copper on outer edges.
3. All bars shall be maintained tight in the slot to limit vibration and thus bar fatigue. The rotor cage shall be maintained centered on the rotor laminations by providing end stops to limit ratcheting of bars. The preferred method is pieces of bar symmetrically spaced on the overhanging sections of the bars about the rotor and brazed to the current carrying rotor bars (active bars).

D. Bearings

1. Bearings shall be shielded, regreaseable, ball bearings suitable for radial and thrust loadings.
2. Where scheduled, bearings shall be provided with three-wire, 120-ohm nickel RTDs.

E. Motor Bonding

1. Shaft Grounding Kit: Provide AEGIS HF Group strap or equivalent.
2. Provide #2/0 Cu strap from building steel to motor ground lug with nickel or tine compression lug. Nut to be same material as motor stud.

F. Enclosure

1. Motors shall be TEFC.

G. Insulation

1. Insulation shall be Class H.

H. Temperature Rise: Class B.

- I. Resistance Temperature Detectors (RTDs): Provide a drilled and tapped opening in the motor housing by the motor manufacturer for installation of RTDs at the front and rear bearings for temperature sensing. RTDs to be three-wire platinum with a 0.00385 TCR and a resistance of 100 ohms at 0 degrees C.

- J. Nameplate
 - 1. Motor nameplate shall be stainless steel, securely fastened to the motor frame with pins of like material.
 - 2. Nameplates shall include the following information, at a minimum:
 - a. Rated horsepower
 - b. Full load speed
 - c. Frequency
 - d. NEMA kVA code
 - e. Rated voltage and phase
 - f. Manufacturer's serial number and type
 - g. Service factor
 - h. Insulation class
 - i. Maximum ambient temperature
 - j. Full load current at nameplate voltage
 - k. Frame size designation
 - l. Oil requirements
 - m. Stator air gap

- K. Terminal Boxes
 - 1. Terminal boxes shall be of fabricated steel or cast iron construction compatible with the motor enclosure specified and when possible, shall be diagonally split and capable of rotation in 90 degree increments. Boxes not suitable for rotation shall be capable of top entry.
 - 2. The area in which the main terminal box is connected with the motor frame shall be fully gasketed to prevent entrance of foreign matter into the motor and to provide support for the stator leads where they pass through the motor frame.
 - 3. A properly sized grounding terminal shall be mounted in the main terminal box.
 - 4. The main terminal box shall be sufficiently oversized (one size above standard) to allow terminations of power cables.
 - 5. Auxiliary terminal boxes shall be provided to house connections for accessory devices not mounted in the main terminal box (i.e., RTDs).

- L. Leads
 - 1. Main motor leads shall have EPDM type jackets and shall be permanently tagged for identification.

2.4 SPARE PARTS

- A. Furnish the following spare parts for model of pump supplied:
 - 1. One (1) complete set of casing gaskets;
 - 2. One (1) shaft sleeve with nuts and O-rings;
 - 3. One (1) complete set of impeller and casing wear rings with screws;
 - 4. One (1) set inboard and outboard bearings;
 - 5. One (1) set mechanical seals;
 - 6. One (1) set lantern rings.

- B. Spare parts shall be packed in wooden boxes, labeled with the manufacturer's name, address and telephone number; local representative's name, address and telephone number; name of equipment the parts are for and list of parts contained therein.

2.5 FINISHES

- A. Factory-prime all metal parts except machined and polished surfaces, stainless steel, or non-ferrous and galvanized metals.
- B. Surface Preparation:
 - 1. Non-Submerged Surfaces: Abrasive blast to SSPC-SP6 commercial blast.
- C. Primers: Epoxy primer compatible with field-applied finish coats specified in Division 9. Remove incompatible, factory-applied primers in the field.
- D. Protect all other surfaces not specified to be factory-primed from corrosion.

2.6 CONCRETE AND GROUT FOR SUPPORT PADS

- A. Concrete: MDOT, 3000 psi minimum.
- B. Grout: Non-shrink, non-corrosive.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Construct concrete support pads.
- B. Install pumping equipment in accordance with the configuration shown on the Contract Drawings and the Standards of Hydraulic Institute.
- C. Install in accordance with manufacturer's instructions.
- D. Anchor and level equipment base plates and bolt down against metal shims or wedges. Fill space between base plate and foundation with non-shrink, non-ferrous grout. Prior to grouting, check alignment of pump and motor and realign if required.
- E. Lubricate pumps before start-up.

3.2 INSTALLATION

- A. Install pumps according to manufacturer instructions.
- B. Provide and connect piping, power and control conduit, and wiring to make system operational and ready for startup.
- C. Flush piping with clean water.

3.3 MANUFACTURER'S FIELD SERVICE

- A. The Contractor shall engage the services of a manufacturer's erecting engineer or qualified manufacturer's representative to be present at and assist in the startup of each pump included in this section. The duration of service shall be as required to complete the successful startup of the pumps.
- B. The manufacturer's erecting engineer or factory representative shall start and operate the equipment and conduct field tests to adequately demonstrate that the equipment has been

properly installed and will function as herein specified. All tests shall be subject to the Engineer's review.

3.4 FIELD QUALITY CONTROL

- A. Preoperational Check: Before operating system or components, perform following:
 - 1. Check pump and motor alignment.
 - 2. Check for proper motor rotation.
 - 3. Check pump and drive units for proper lubrication.
- B. Startup and Performance Testing:
 - 1. Operate pump on clear water at design point for continuous period of two hours, under supervision of manufacturer's representative and in presence of Engineer.
- C. Verify pump performance by performing time-drawdown test or time-fill test.
- D. Check pump and motor for high bearing temperature and excessive vibration according to manufacturer instructions. Check for motor overload by taking ampere readings.
- E. Equipment Acceptance:
 - 1. Adjust, repair, modify, or replace system components that fail to perform as specified and rerun tests.
 - 2. Make final adjustments to equipment under direction of manufacturer's representative.

3.5 DEMONSTRATION

- A. Section 01 79 00 – Demonstration and Training: Requirements for demonstration and training.
- B. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

PART 4 - SPECIAL PROVISIONS

4.1 PUMP SCHEDULE

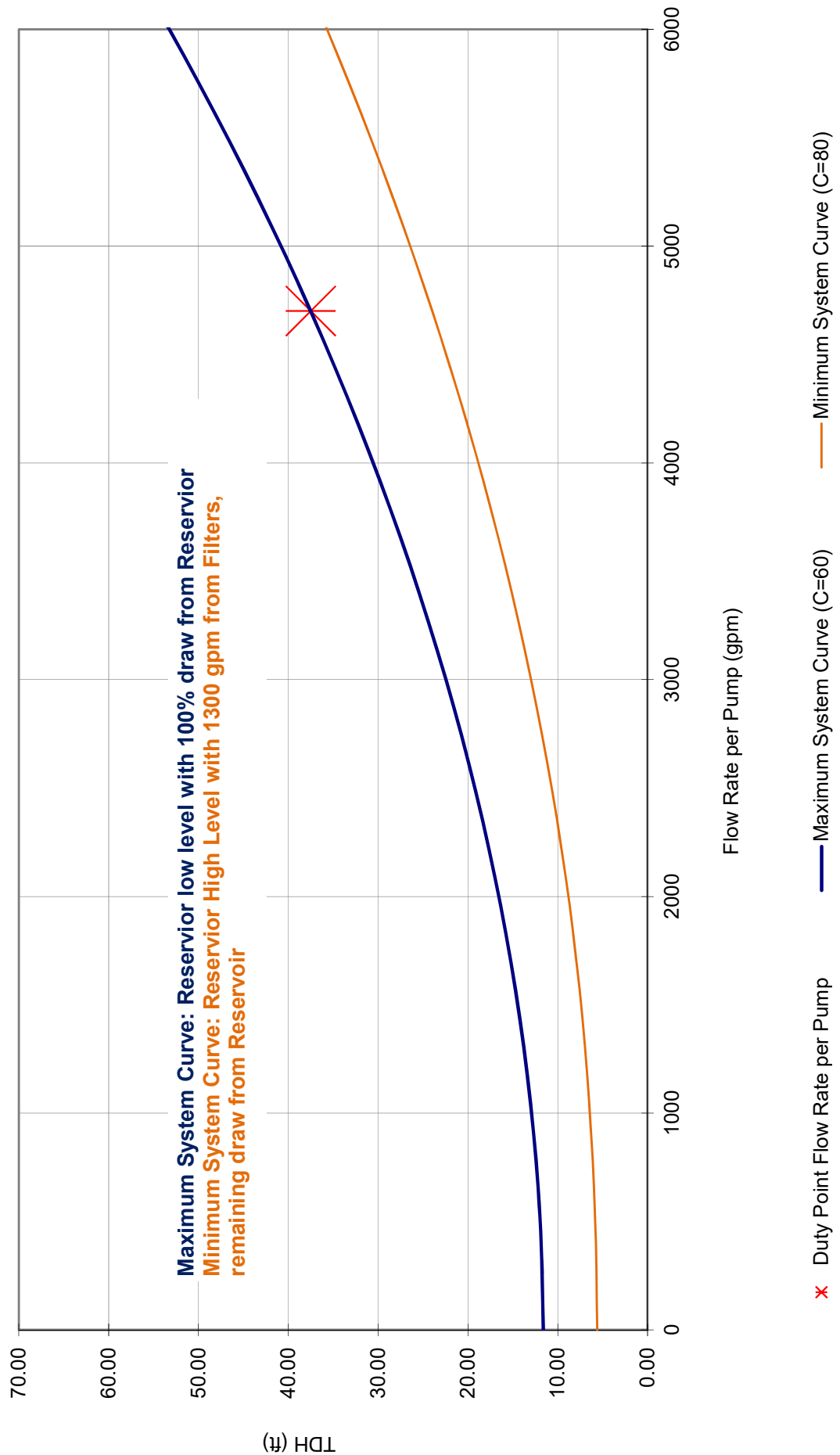
- A. Wash Water Pumps
 - 1. Quantity: 2
 - 2. Pump names: Wash Water Pumps #1 and #2
 - 3. Tag numbers: WWP-1, WWP-2
 - 4. Liquid pumped: Clean, potable water
 - 5. Type: Horizontal, End Suction
 - 6. Design temperature, max: 80 degree F
 - 7. Nominal rated speed, max: 900 rpm
 - 8. Duty Point at maximum rated speed, maximum system curve:
 - a. Capacity: 4,700 gpm
 - b. Total Dynamic Head: 38 feet
 - 9. Secondary operating point at maximum rated speed, minimum system curve:
 - a. Capacity: 5,300 gpm
 - b. Total Dynamic Head: 29 feet
 - 10. Minimum shutoff head: 65 feet
 - 11. Minimum Pump efficiency: 80% at duty point
 - 12. Suction and Discharge flange size: As required to mate with pump manufacturer.
 - 13. Flange class: Class 125
 - 14. NPSH available, max: 22 feet at 4,700 gpm

15. Motors:
 - a. Type: Horizontal, inverter duty for VFD
 - b. Enclosure: TEFC
 - c. Horsepower, max: 60 Hp maximum
 - d. Characteristics: 460V, 3 phase, 60 Hz
 - e. Service factor: 1.15
 - f. Stator RTDs: Yes
 - g. Bearing RTDs: Yes
16. Drive: Variable Frequency
 - a. Pump manufacturer to coordinate final VFD sizing with electrical.
17. Accessories:
 - a. Suction piping compound pressure gauge. Gauge scale range shall be 30" Hg/15 psi
 - b. Discharge piping pressure gauge. Gauge scale range shall be 0-60 psi

END OF SECTION 43 23 21

Owosso Filter Wash Water Pumps

Proposed Duty Point = 4,700 gpm at 38 feet TDH without exceeding 60 HP Motor;
 Secondary Operating Point 5,300 gpm at 29 feet TDH



Maximum System Curve: Reservoir low level with 100% draw from Reservoir
 Minimum System Curve: Reservoir High Level with 1300 gpm from Filters,
 remaining draw from Reservoir

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