<u>Project Manual</u>

for

Burn Building Props

June 30, 2008

Revised November 1, 2008

SUMMARY OF BURN BUILDING PROP GRANT PROGRAM
Revised March 30, 2010

GENERAL PRODUCT MANUFACTURERS
Revised June 22, 2009

SUMMARY OF BURN BUILDING PROP GRANT PROGRAM

I. Program Description

The Virginia Department of Fire Programs Burn Building Policy Fire Service Grant Program was established to provide defined grants to Virginia localities seeking to construct or repair Burn Buildings. The purpose of these unoccupied structures is to provide live fire training to fire service personnel in support of Fire Fighter 1 and Fire Fighter 2 Training throughout the Commonwealth of Virginia per the NFPA 1001 & 1403 Training Standards.

Grant disbursements to eligible jurisdictions are administered by the Virginia Department of Fire Programs from the Commonwealth's Fire Programs Fund consistent with the policy guidance provided by the Virginia Fire Services Board. This policy guidance is set forth in the VFSB Burn Building Policy. The current edition of the VFSB Burn Building Policy is available on the Virginia Department of Fire Program's web site at:

http://www.vafire.com/grants_local_aid/burn_building/Burn%20Building%20Policy_100209.pdf

Any eligible jurisdiction may submit a burn building grant application by the requested deadlines stated in the Virginia Fire Services Board Burn Building Policy. Also, the application must be completed and reviewed in accordance with the Virginia Department of Fire Programs Burn Building Policy. The application is also available on the Virginia Department of Fire Program's web site at:

www.vafire.com/grants_local_aid/burn_building_grants.htm

To be eligible for any grant award to construct a new or replacement Burn Building, the recipient shall agree to expend such funds to construct either the prototype from plans provided by the Virginia Department of Fire Programs modified by the locality/municipality's licensed design professional for the site specific project or a Burn Building or other structure whose Burn Building prop shall meet or exceed the outline/performance specifications provided in prototype drawings and specifications as noted in the project manual provided by the Virginia Department of Fire Programs. Prototype 1 is defined as a concrete structure which may be constructed to utilize either Fuel Class A (Prototype 1A) or Class B (Prototype 1B). Prototype 2 is defined as a pre-manufactured steel structure which may also be constructed to utilize Class A (Prototype 2A) or Class B (Prototype 2B) fuels.

II. Program Criteria

To be eligible for receipt of grant funds, the Burn Building Prop must meet or exceed the following usage criteria:

1. The Burn Building prop super structure must have a minimum design life span of 20 years under the intended specified use.
2. The Burn Building prop shall meet current NFPA, OSHA, federal, state, and local codes, and standards at time of design submittal to the board.
3. The Burn Building prop must be suitable for live fire, Class "A" or Class "B" fuel burns.
4. Maximum number of live fire training days per year: 120 Class "A" fuel; Unlimited Class "B" fuel
5. Maximum number of live fire training evolutions per day: 10

6. Maximum duration of each live fire training evolution: 20 minutes
7. Maximum sustained temperature in burn room(s) during live fire training: 1,200° F Class “A” fuel; 550° F Class “B” fuel
8. Maximum temperature spike in burn room(s) during live fire training: 1,500° F Class “A” fuel; 700° F Class “B” fuel
9. Live fire training shall be in accordance with NFPA 1403 and the written guidelines of the Virginia Department of Fire Programs.
10. No training that includes tear gas, explosives, or firearms shall occur within or near the Burn Building prop.
11. Minimum height: two (2) stories
12. Minimum first floor area: 986 s.f. for Prototype 1A and 1B; 1,100 s.f. for Prototype 2A and 2B
13. Minimum second floor area: 744 s.f. for Prototype 1A and 1B; 781 s.f. for Prototype 2A and 2B
14. Minimum lower roof area: 306 s.f. for Prototype 1A and 1B; 318 s.f. for Prototype 2A and 2B
15. Minimum upper roof area: 1,190 s.f. for Prototype 1A and 1B; 436 s.f. for Prototype 2A and 2B
16. Minimum exterior apron width: 15’ width along all elevations
17. Minimum rooms within Burn Building prop: 8
18. Minimum burn rooms: 2
19. Minimum burn rooms per floor: 1
20. Minimum area per burn room: 144 s.f.
21. Minimum number of exterior stairs: 1
22. Minimum number of interior stairs: 1
23. All windows shall have hinged shutters.
24. All exterior openings shall have operable shutters and doors.
25. All window and door openings shall have coated metal frames.
26. Minimum number of windows: 5
27. Minimum number of exterior doors: 3
28. Minimum number of interior doors: 1
29. Minimum number of roof access openings: 2
30. Minimum number of means of egress per room: 2
31. All floors must pitch to drain water from interior of the training prop.
32. First floor and exterior apron shall be cast-in-place concrete slab on grade.
33. Two separate roof systems must be provided to achieve a flat and sloped roof training surface.
34. An access opening must be provided through each roof surface.
35. Prop must limit light penetration and be weathertight.
36. Exterior metal surfaces shall be coated to protect from exterior environmental exposure.
37. Interior metal surfaces shall be coated to protect surface from environmental exposure, expected use, and life span of Burn Building prop.
38. The Burn Building prop shall have mounted written user guidelines on building indicating proper usage according to NFPA, local code, and maximum temperature recommendations.
39. No vehicles other than vehicles involved in the live fire training shall be allowed within 15’-0” of the Burn Building prop.

III. Prototype Description

These prototype drawings and project manual have been designed to meet the requirements of the Virginia Department of Fire Programs to provide adequate minimum facilities for Fire Fighter I and II Training per NFPA 1001 & 1403 Training Standards. As such, the prototype drawings have only one burn room on each floor of the structure. If the locality/municipality wishes to add additional features to their specific Burn Building prop, such as an additional burn room on each floor, the drawings can be modified by the licensed design professional contracted by the locality/municipality to create the site specific Burn Building prop contract documents. Please note that the Virginia Department of Fire Programs Grant program is set up to cover the Burn Building prop to provide adequate minimum facilities for Fire Fighter I and II Training per NFPA 1001 & 1403 Training Standards and therefore other features which are above and beyond the basic minimum structure will need to be financed by the locality/municipality. A copy of the VFSB Burn Building Policy may be found at the Virginia Department of Fire Program's website located at the location listed above.

Please note that the prototype drawings and specifications are for reference material purposes only and are not to be used as final construction documents. Grant recipients shall retain a licensed professional to provide site specific contract documents, including drawings and specifications suitable for use as the basis of construction.

These prototype drawings have been designed to be compared with the various requirements for wind speed, frost depth, seismic values, etc. within the Commonwealth of Virginia. As these values are site dependent, the design professional shall verify all site related values with the local jurisdiction and modify the prototype drawings accordingly. The specifications have been provided as performance based with the use of as-equal for product specific materials.

The specification sections contained within this project manual are reference specifications edited for the four (4) prototypes (Prototype 1 Class A Fuel, Prototype 1 Class B Fuel, Prototype 2 Class A Fuel, and Prototype 2 Class B Fuel). Therefore not all specification sections will be necessary for any one project. For your convenience, we have included four (4) unique specification section 0010 Table of Contents, one for each of the different prototypes. We recommend that the Table of Contents and specification sections that do not apply to a specific project be removed from the project manual. Additionally, projects at a specific site may require additional specification sections not included in the project manual. The licensed design professional contracted by the locality/municipality shall provide a complete site specific project manual with all of the necessary specifications for that specific job. Further each specification section should be fully edited for the specific site conditions of that particular job.

For reference, the specifications found within this reference manual were created using SPECTEXT specification forms. Use of these specifications is limited to licensed Spectext subscribers. If the licensed design professional intends to utilize the provided specifications as the basis of his or her project manual, then the licensed design professional shall contact SPECTEXT directly at www.spectext.com or 1-877-773-2898 to inquire about a subscription.

Additionally, it should be noted the grant recipient most likely will be required by their locality to retain a licensed professional to create a site plan, civil drawings and civil specifications to accompany the above referenced site specific contract documents. These services are not part of the VDFP Burn Building Policy Fire Service Grant Program

BURN BUILDING PROTOTYPE 1
CLASS A FUELS

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FOR REFERENCE ONLY

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07800 Thermal Lining
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FOR REFERENCE ONLY

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15194 Fuel Gas Piping

DIVISION 16 – ELECTRICAL

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END OF SECTION

FOR REFERENCE ONLY

SECTION 00105

INVITATION TO BID

This invitation to bid has been included as a sample invitation to bid for the project and may be used, modified, or discarded in its entirety at the direction of the architectural/engineering firm under contract for the locality. The sample invitation to bid is not to be construed as an endorsement or approval of the sample invitation to bid by The Virginia Department of Fire Programs.

The ***locality/municipality*** will receive sealed bids, in duplicate, for the construction of ***locality/municipality*** burn building prop located at ***street address, city,*** Virginia ***zip code*** in person or by registered mail at the office of the ***licensed design professional firm/locality's/municipality's representative*** for the ***locality/municipality*** burn building prop located at ***street address, city,*** Virginia ***zip code*** until ***time*** prevailing local time, ***day, date***. Bids will be publically opened and bidders will be notified of the results by ***time, day, date***.

A pre-bid conference shall be held at ***time, day, date*** at the ***location street address, city,*** Virginia ***zip code.***

Proposed forms of contract documents, including plans and specifications, are on file at the ***locality/municipality*** located at ***street address, city,*** Virginia ***zip code.*** Requests for contract documents shall be accompanied by a deposit check of ***amount***, made payable to ***locality/municipality***, for each set of documents obtained. Such deposit will be refunded to each contractor who returns the documents in good condition within seven (7) days after submitting a bonda fide bid prior to bid opening. Additionally, a copy of the contract documents is also available for review at the office of the ***licensed design professional firm*** located at ***street address, city, state zip code.*** Further, the ***locality/municipality*** has made copies of the plans available at the following plan rooms for review:

McGraw Hill Construction Dodge Plan Center 9 North third Street Richmond, VA 23219 804/343-2034	Reed Construction Data 30 Technology Parkway South, Ste. 500 Norcross, GA 30092 800/925-6541
The Plan Room Valley Construction News 308 Turner Road, Suite D Richmond, VA 23225 804/674-0118	Peninsula Builders Exchange 615 Dresden Drive Newport News, VA 23601 757/594-0340
Richmond Builders Exchange 3207 Hermitage Road Richmond, VA 23227 804/353-2788	Norfolk Builders Exchange 1118 Azalea Garden Road Norfolk, VA 23502-5612 757/858-0680

A certified check or bank draft, payable to ***locality/municipality,*** U.S. Government bonds, or satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five (5) percent of the bid shall be submitted with each bid.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bonds in accordance with the General Conditions of the Construction Contract.

The ***locality/municipality*** reserves the right to reject any or all bids or to waive any informalities in the bidding.

REFERENCE ONLY

SECTION 00202

INSTRUCTIONS TO BIDDERS

EJCDC DOCUMENT NO. 1920-12

1.1 SUMMARY

A. Document Includes:
1. Defined terms.
2. Copies of Bidding Documents.
3. Qualifications of Bidders.
4. Examination of Bidding Documents, other related data, and site.
5. Pre-Bid conference.
6. Site and other areas.
7. Interpretations and Addenda.
8. Bid security.
9. Contract Times.
10. Liquidated damages.
11. Substitute and “or-equal” items.
12. Subcontractors, suppliers, and others.
13. Preparation of Bid.
14. Basis of Bid; comparison of Bids.
15. Submittal of Bid.
16. Modification and withdrawal of Bid.
17. Opening of Bids.
18. Bids to remain subject to acceptance.
19. Evaluation of Bids and award of Contract.
20. Contract security and insurance.
21. Signing of Agreement.
22. Sales and use taxes.
23. Retainage.
24. Contracts to be assigned.

B. Related Documents:
1. Document 00105 - Invitation To Bid.
2. Document 00410 - Bid Form
3. Document 00815 - Supplementary Conditions - EJCDC:
   a. Definitions.
   b. Contract Times identification.
   c. Contractors fees for changes.
   d. Contractor’s liability insurance.
   e. Bond types and values.

FOR REFERENCE ONLY

1.2 DEFINED TERMS

A. [_____].

1.3 COPIES OF BIDDING DOCUMENTS

A. [_____].

END OF SECTION

FOR REFERENCE ONLY

SECTION 00410

BID FORM

Project: ***Locality/Municipality*** Burn Building Prop

To: ***Locality/Municipality***
Street Address
City, Virginia, ***Zip Code***

From: _____ (Bidder's Name and Address)

_____

_____

Date: _____

The Undersigned, having carefully examined the drawings and Project Manual dated ***(date)***, as well as the premises and conditions affecting the work, proposes to provide all materials, labor, equipment and services required to complete the project in accordance with the contract documents, within the time set forth herein and at the amount stated below:

BID SCHEDULE: To Include: All materials, equipment, and labor to construct the Burn Building Prop and the 15' wide concrete apron surrounding the building prop to include but not be limited to excavating, footings, structural, electrical, and mechanical components and finishes, etc.

A. BASE BID:

_____ Dollars

($_____)

B. UNIT PRICES:

For changing quantities of work items from those indicated by the contract documents and upon written instructions from the engineer, the following unit prices will prevail for credit and addition.

Descriptions & Units	Quantity	Bid Price
a. Excavation (CY)		$ /CY
b. Excavation in Trenches and Footings (CY)		$ /CY
c. Mass Rock Excavation (CY)		$ /CY
d. Rock Excavation in Trenches and Footings (CY)		$ /CY
e. Controlled Fill		$ /CY
f. VDOT Aggregates – various TN		$ /Ton
g. Woven Geotextile Fabric SY		$ /SY
h. Concrete		$ /CY
i. Thermal Liners		$ /SF

FOR REFERENCE ONLY

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc. to complete the finished work called for.

C. BID ALTERNATES

1. Install Dry Hydrant, Standpipe, and Sprinkler as detailed on Sheet A2.0.
_____ Dollars
($_____)

2. Install Epoxy Coated Reinforcing Steel as noted on Sheet A0.2 as note 8 under concrete.
_____ Dollars
($_____)

3. Additional Burn Rooms (Firebrick on Floors, Thermal Lining on Walls and Ceiling)
_____ Dollars
($_____)

4.
_____ Dollars
($_____)

Note: If the Bid from the lowest responsible Bidder exceeds available funds, the ***Locality/Municipality*** reserves the right to negotiate with the low Bidder to obtain a contract price within available funds provided by locality/municipality.

RECEIPT OF ADDENDA:
The following Addenda are acknowledged (if no Addenda are issued, write the word "None"):

ADDENDUM# DATE

_____

_____

TIME OF CONSTRUCTION:

If awarded a Contract, the Undersigned agrees to be Substantially Complete with all work within the following consecutive calendar days from the date of receipt of written Notice to Proceed.

1. Substantial Completion: ***Number*** calendar days.
In arriving at the estimated time of completion and in determining its Bid, the Bidder has relied upon local historical climatological records. The Bidder recognizes the liquidated damages clause of $____/day for completion beyond the stated completion date.

FOR REFERENCE ONLY

BID SECURITY:

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written Notice of Acceptance of this Bid, the Bidder will execute the formal contract attached within 7 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The Bid security attached in the sum of _____ _____($_____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Attached hereto is a Bid Bond for 5% of the undersigned base Bid made payable to the ***Locality/Municipality*.**

CONTRACTOR REGISTRATION:

If a contract for construction, removal, repair or improvement of a building or other real property is of Seventy Thousand Dollars ($70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period of Five Hundred Thousand Dollars ($500,000) or more, the Bidder is required under Title 54.1, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a 'CLASS A CONTRACTOR." If such a contract is for Seventy-five Hundred Dollard ($7,500) or more (One Thousand Dollars [$1,000] for electrical, plumbing, and HVAC work) but less than Seventy Thousand Dollars ($70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for One Thousand Dollars ($1,000) or more but less than Seventy-five Hundred Dollars ($7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a 'CLASS C CONTRACTOR." The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall place on the outside of the envelope containing the Bid/proposal and shall place in the Bid/proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number.

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Bidder shall fail to provide this information on his Bid or on the envelope containing the Bid and shall fail to promptly provide said Contractor license number to the ***Locality/Municipality*** in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the *Code of Virginia* (1950), as amended, and his Bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his Bid, the Bid shall not be considered.

FOR REFERENCE ONLY

NON-COLLUSION AND DISCRIMINATION STATEMENT:

My signature below certifies that the accompanying Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I herby certify that I am authorized to sign this Bid for the Bidder.

In accordance with Section 11-51 of the *Code of Virginia*, every contract for goods or services over $10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

   b. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Name of Bidder:_____

Address: _____

_____

Fed. ID No.: _____

Signature: _____

Title: _____

Date: _____

Telephone No.: (_____)_____ Fax No.: (_____)_____

AFFIX CORPORATE SEAL

END OF BID FORM

FOR REFERENCE ONLY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

GUIDE TO THE PREPARATION OF INSTRUCTIONS TO BIDDERS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

The suggested language contained in this Guide to the Preparation of Instructions to Bidders has been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or No. 1910-8-A-2) (1990 Editions) and the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition). The suggested language is carefully integrated with that of the Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition) and the Suggested Bid Form (No. 1910-18) (1990 Edition). See also Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition).

EJCDC No. 1910-12 (1990 Edition)

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1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison Street, Alexandria, VA 22314

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Introduction

This Guide to the Preparation of Instructions to Bidders ("Instructions") has been prepared for use with the Owner-Contractor Agreements ("Agreements") (No. 1910-8-A-1 or 1910-8-A2) (1990 Editions) and with the Standard General Conditions of the Construction Contract ("General Conditions") (No. 1910-8) (1990 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Construction Related Documents ("Commentary") (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions and relationship to Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions") (No. 1910-17) (1990 Edition). See also Suggested Bid Form ("Bid Form") (No. 1910-18) (1990 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely in response to statutory or project requirements.

This Guide and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions and to any bid form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions) which include the Agreement, Bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings and the Specifications (General Requirements and Divisions 2–16). The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the contract and have little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements," are defined in Article 1 of the General Conditions).

The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Suggested language is presented herein with Notes to Engineer to assist in preparing the Instructions. Much of the language should be usable on most projects but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the Engineer must check the other documents thoroughly for conflicts and coordination of language usage, and make appropriate revisions in all affected documents.

Refer to Supplementary Conditions for a bibliography of documents which will be helpful in preparing the Instructions to Bidders, and see in particular discussions in EJCDC's *Recommended Competitive Bidding Procedures for Construction Projects* ("Bidding Procedures"), by Robert J. Smith, P.E., Esq. (No. 1910-9-D) (1987 Edition), to the particular paragraphs of which frequent reference is made below.

Note that for brevity certain of the documents referred to above are referred to elsewhere in this Guide by shorter titles as indicated above; see for instance the terms: "Instructions," "General Conditions," "Agreement," "Bid Form," "Supplementary Conditions," "Commentary" and "Bidding Procedures."

Also, for brevity, referenced paragraphs of the General Conditions are referred to in the Notes to Engineer with prefix "GC," those of the Supplementary Conditions with the prefix "SC" and those of this Guide with the prefix "I."

NOTES:

(1) EJCDC publications may be obtained by writing to NSPE headquarters at 1420 King St., Alexandria, VA, 22314-2715; ACEC headquarters at 1015 15th St., N.W., Washington, DC 20005; ASCE headquarters at 345 East 47th St., New York, NY 10017; or CSI headquarters at 601 Madison St., Alexandria, VA 22314.

(2) CSI publications may be obtained by writing to CSI headquarters at the above address.

(3) AIA publications may be obtained from most local AIA Chapter offices or by writing to AIA headquarters at 1735 New York Ave., N.W., Washington, DC 20006.

(4) The Associated General Contractors of America has a series of Construction Related Documents which may be of interest. The AGC's Publications and Services Catalog may be obtained by writing to AGC headquarters at 1957 E Street, N.W., Washington, DC 20006.

SUGGESTED LANGUAGE FOR INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder—one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office—the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3. Successful Bidder—the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

NOTES TO ENGINEER

1. *In the event that additional terms are to be defined in the Bidding Documents, such terms should be defined by using the following introductory language:*

   Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

   _____

   _____

   _____

   Defined terms should be written and used uniformly with initial capitals. Note the difference in the meanings of the terms "Bidding Requirements" and "Bidding Documents."

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within thirty days after opening of Bids.

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

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

NOTES TO ENGINEER

2. *If the Issuing Office has not been identified in the Invitation to Bid or Advertisement, it should be identified in the Instructions.*

   Practices vary in the manner of issuing Bidding Documents, recording the names of document holders, requiring deposits and refunding of deposits. If a change is desired in Article I-2, such as in I-2.1 wherein the manner of handling deposits is described or the office where additional sets of Bidding Documents may be obtained, the Article should be modified.

   The duties of Engineer during the Bidding Phase should coincide with those assigned to Engineer in the Owner- Engineer Agreement (see EJCDC Owner-Engineer Agreement, No. 1910-1 (1984 Edition) paragraph 1.5. The EJCDC recommends against Engineer holding any bid security or cash deposits.

   See Bidding Procedures Chapter II, for general comments re issuing Bidding Documents.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

NOTES TO ENGINEER

3. *It is desirable to itemize in sufficient detail to be of guidance to Bidders the known data that all Bidders will be required to submit in order to demonstrate their qualifications for the award and also standards or criteria that will be applied in their evaluation. This data should appear in I-3 in its entirety, or if voluminous in a supplement to the Instructions as indicated above, and may include specific language required by Laws or Regulations.*

It is usually good practice to consult Owner regarding Bidder qualifications. If a Bidder Qualifications Form or a prescribed Bid Form are to be provided they should be attached to the Instructions to Bidders. Governmental bodies frequently have prescribed Qualification Forms. EJCDC has endorsed AGC's recommended Construction Contractor's Qualification Statement for Engineered Construction, AGC document No. 220. Bidders are usually asked to make certain representations as to genuineness of their bids, the lack of collusion in connection therewith and other related matters (see Bid Form -3(h)). Reference to any such requirements should be made in I-3.

Nothing indicated in I-3 should prejudice the right of Owner to seek additional pertinent information as is provided in I-17.3 and 4.

Owner may wish to prequalify Bidders. The mechanical procedures and intricacies involved in the prequalification of Bidders require careful consideration before appropriate language is drafted. Also, many governmental bodies have specific requirements with respect to the prequalification of Bidders.

See comments in Bidding Procedures, Chapter II.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

NOTES TO ENGINEER

4.1 *Contractor is expected to visit the site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed, and that is the intent of I-4.1.2. Any special requirements for such examination are to be set forth in the Instructions (I-4.1 is the preferable location for such requirements) or elsewhere in the Contract Documents if the contract is to be awarded on the basis of negotiation rather than after receipt of Bids. (See GC-4.2.6.4.2). The extent of such an examination will depend to a great extent on the peculiarities of the job and the site as well as Owner's preference. Any such explanation should be made with sufficient precision and care to preclude misunderstandings. The requirements for any such pre-bid site examination should be realistic and clearly stated, and detailed site and subsurface investigation ordinarily should not be required of Bidder because of the constraints of time and other practical considerations.*

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site

that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions has been identified and established in Paragraph SC-4.2 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

NOTES TO ENGINEER

4.2 It is essential that the "technical data" upon which Contractor may rely be identified and established in the Supplementary Conditions. (See discussion in SC-4.2.)

The language of I-4.2 and 4.3 has been meticulously related to that of GC-4.2 and 4.3. Also, the Bid Form and the Agreements contain representations by Contractor similar to those contained in I-4.8 below.

In the event there are no data of the types referred to in I-4.2 or 4.3, it may be appropriate to delete any or all of I-4.2 or 4.3 and to amend I-4.5 as indicated below.

The term "Underground Facilities" is defined in the GC-1.41.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

NOTES TO ENGINEER

4.3 See Notes under paragraph I-4.2. above.

Where an owner of the Underground Facility is also the Owner of the Project, certain changes in I-4-3, GC-4.3 and SC-4.3 will be necessary.

Note, the term "Underground Facilities" is defined in GC-1.41.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

NOTES TO ENGINEER

4. In the event there are no data of the types referred to in I-4.2 or 4.3, it may be appropriate to delete any or all of I-4.2 or 4.3, to revise I-4.4, to amend I-4.5 in a manner similar to the following and to renumber some of these paragraphs.

On projects where compliance with the provisions of I-4.5 will require extensive investigations, tests, etc., reasonable time must be allowed in the bidding period to permit Bidders to carry out the investigations, etc. See also NOTES TO ENGINEER at I-4.1.

4.6. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.7. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

NOTES TO ENGINEER

4.7 Paragraph GC-7.1 indicates that if such other work is to be performed it may be noted in the

Contract Documents, and SC-7.1 is the recommended place to provide such information.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

NOTES TO ENGINEER

4.8 The representations by Bidder in EJCDC's Bid Form and in both of its Owner-Contractor Agreements are closely coordinated with the wording of I-4.8 so that a change in one would necessitate changes in the others.

4.9. The provisions of I-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

NOTES TO ENGINEER

4.9 The matter of the presence at the site of Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material is dealt with in GC-4.5 and SC-4.5. As explained in GC-4.5.4, the provisions of GC-4.2 and 4.3 and SC-4.2 and 4.3 are not intended to apply to such materials. Similarly, the provisions of I-4.1 through I-4-8 are not intended to apply to such hazardous and dangerous materials. Accordingly, if there are to be any special provisions in the Contract Documents dealing with the presence of such materials at the site they should be added at I-4.9 or as part of Additional Instructions at the end of the Instructions.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

NOTES TO ENGINEER

5. Any conditions set forth in easements obtained by Owner which may affect performance or furnishing of the Work must be disclosed to Bidder. If the information is available at the time documents are prepared, it should be added to paragraph I-4.8 or the exact language of the easement or right-of-way should be included in the General Requirements. If important information is not yet available, appropriate statements should be made concerning assumptions to be made by Bidder and upon which Bidder may rely.

6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

NOTES TO ENGINEER

6. Addenda are not to be issued after Bid opening. If the Issuing Office is other than the office of Engineer, it may be appropriate to amend Article I-6.

See Bidding Procedures, pp. 6 and 9 for comments reissuing Addenda.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified or bank

check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

NOTES TO ENGINEER

7.1 Bid security is not universally used or required. See also comments in SC-5.1 and Chapter II of Bidding Procedures.

For recommended form of Bid Bond see EJCDC documents Nos. 1910-28C and 28D.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

NOTES TO ENGINEER

7.2 Reference should be made to statutory requirements and applicable governmental regulations in respect of Bid security required on public projects. Owner should also be consulted about this. It may be necessary to delete Article I-7 in its entirety and replace it with specific language required by Laws or Regulations. In the event such language does not provide for the release of Bid security to Bidders who decline to substitute subcontractors, suppliers or other persons or organizations as provided in I-11, it may be necessary to amend I-11.

Owner and Engineer shall be advised that EJCDC's Bid Bond forms, EJCDC Nos. 1910–28C and 28D, as well as some other standard bid bond forms (e.g. AGC, AIA), do not *specifically provide that Successful Bidder's failure to meet "the other conditions of the Notice of Award" constitutes default under the terms of the Bond.*

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

NOTES TO ENGINEER

8. Article I-8 as written anticipates that the times for Substantial Completion and final completion will be specified. However, it may be preferable to permit Bidder to designate such times in the Bid in which case Article I-8 should be amended in a manner similar to the following:

8. Contract Times.
The times for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be set forth in the Agreement (or incorporated therein by reference to the specific language of the Bid). The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and final completion within the times designated in the Bid. Substantial Completion is desired on or before .

If certain Milestones are to be listed this should be done in the General Requirements.

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

NOTES TO ENGINEER

If liquidated damages are to be assessed for failure to complete Milestone events on time (see SC-2-6) this should also be included in Article 3 of the Agreement.

See comments on liquidated damages provisions in Commentary at II-C-5 and III-17 (last paragraph). In the event liquidated damages are not established, delete Article I-9 and renumber subsequent paragraphs.

10. Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance

will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

NOTES TO ENGINEER

10. Note that in GC-6.7 a distinction is drawn between substitute and so-called "or-equal" items of materials and equipment. See also SC-6.7 and comments re Restrictive Specifications in Chapter II of Bidding Procedures.

Article I-10 as written provides that no substitute or "or-equal" materials or equipment will be considered until after the Effective Date of the Agreement. This practice is recommended by the EJCDC; however, it is recognized that some practitioners do consider requests for substitutions during the bidding period and issue addenda when a substitute is accepted. In such cases, Article I-10 should be amended in a manner similar to the following:

10. Substitute and "Or-Equal" Items.
The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least fifteen days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed item including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the proposed item would require shall be included. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

If Article I-10 is changed in this manner, it will also be necessary to amend GC-6.7.1, 6.7.2 and 6.7.3 in the *Supplementary Conditions*.

When prequalification of an item is allowed during the bidding period, some Owners add to the suggested provision language stating whether or not a substitute or "or-equal" item will be considered for that item after Bids have been opened, which may depend on whether or not any proposals have been accepted for that item during the bidding period.

11. Subcontractors, Suppliers and Others.

NOTES TO ENGINEER

11. The matter of Owner and Engineer retaining the right to disapprove of or reject certain Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) which apparent Successful Bidder proposes for the Work has not been approached uniformally nor with unanimous endorsement by various interested organizations. Qualification of certain Subcontractors, Suppliers and others prior to the submission of Bids is one approach, but the mechanical procedures and intricacies involved require careful consideration and this approach may not be permitted in public works projects. Provisions dealing with this matter after the Effective Date of the Agreement are contained in Paragraph 6.8 of the General Conditions. The EJCDC believes that as a general principle Contractors should be entitled to employ Subcontractors, Suppliers and others of their own choosing, that occasions when Owner and Engineer will wish to disapprove or reject will arise infrequently, and that the right to reject should be exercised <u>only</u> with appropriate supporting data, circumspectly and cautiously. It is recognized, however, that there will be situations in which, because of the peculiarities of a given project, it will be important for Owner and Engineer to have the right to reject certain Subcontractors, Suppliers and others who are proposed for the Work.

Provisions dealing with the prequalification of Subcontractors, Suppliers and others prior to the opening of Bids should be set forth in I-11, as should provisions dealing with Owner's and Engineer's right to disapprove between the time of the opening of Bids and the giving of the

Notice of Award. Coordination of the language with I-3 and I-17.3 should not be overlooked. It is important to remember that Owner's and Engineer's right to reject will apply only to those Subcontractors, Suppliers and others whose identity is to be submitted to Owner and Engineer as required by the Supplementary Conditions (see SC-6.8); accordingly, unless a particular trade, manufacturer, etc. has been so singled out, the right to reject would not exist (except as generally provided in GC- 6.8).

Set forth below is language that may be used in I-11 to address some of these conditions. Requiring the apparent Successful Bidder to employ a substitute Subcontractor, Supplier or other person that is acceptable to Owner and Engineer may have a serious affect on the Bid price first submitted, and there are various ways of dealing with the situation should it arise. Accordingly, alternative language is furnished below. Some Owners may favor the first approach as being more equitable to Contractors and for its tendency to produce a lower initial Bid price. Others may prefer the second approach because of legal constraints applicable to public works projects or because of the desire to hold firm the initial Bid price even though this may result generally in higher Bid prices. There are other sound ways to address these problems. The entire matter should be reviewed with Owner and its attorney prior to finalizing the Instructions.

11.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute,

[select one of two alternatives]

in which case apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award.

or

without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

NOTES TO ENGINEER

11.2 Any restrictions against subcontracting should appear as SC-6.8.1.

11.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

See discussion re Subcontractor Listing in Chapter II of Bidding Procedures.

NOTES TO ENGINEER

11. Reference should be made to applicable Laws and Regulations in respect of Subcontractors. Specific provisions may be required by Laws or

Regulations, in which case Article I-11 may require amending or deletion and replacement with the required language. Note also that Article I-11 as written contemplates that Subcontractors, Suppliers and other persons and organizations required to be identified by apparent Successful Bidder prior to award of the contract will be indicated in the Supplementary Conditions. In the event no Subcontractors, Suppliers or others are required to be identified, it may be appropriate to delete Article I-11. In the event Owner wishes to know the identity of any or all Subcontractors, Suppliers, etc., whether or not listed in the Supplementary Conditions, the beginning of the first sentence in Paragraph 11.1 may be modified to read as follows:

If Owner requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to Owner in advance of the _____.

Note that if I-11.1 is changed in this manner, it will be necessary to make corresponding changes in I-17.3 and the Supplementary Conditions to modify GC-6.8.2. See also SC-6.8.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in black ink below the signature.

12.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

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

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

NOTES TO ENGINEER

12. Article I-12 as written contemplates a single Bid on the basis of a stipulated price (which may include a unit price schedule) or on the basis of cost-plus. However, the Bid Form in many cases may provide for separate prices for alternate or separate sections of the Work or other deviations from a single price Bid. The Bid Form may also include cash allowances as provided in GC-11.8. For references on Bid pricing requirements concerning unit prices, see GC-11.9 and SC-11.9, and note that GC-11.9.2 provides that quoted unit prices should be adequate to cover Contractor's overhead and profit for each separately identified item.

In the event separate prices are to be requested for separate sections or alternates, or if cash allowances are specified, Article I-12 should be supplemented in a manner similar to the following:

12.8 Bidders may submit a Bid for any of the separate sections described in the Contract Documents or any combination of sections as provided for in the Bid Form.

or

12.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if Owner selects the alternate.

12.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.8.

See Suggested Bid Form (No. 1910-18) and comments on p. 5 of Bidding Procedures.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be

enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

NOTES TO ENGINEER

13. Bids are usually submitted to and opened at the Owner's office and this is frequently different from the Issuing Office. In addition to indicating the time and place for submitting in the Advertisement or Invitation to Bid, some practitioners include the identical information in the Instructions.

Practices vary in respect of the documentation required to be submitted with Bids. It is usually necessary to supplement Article I-13. Language may be added as follows:

Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

_____

_____

_____

_____

The above language may be modified to require return of a bound copy of the Bidding Documents intact with the Bid.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

NOTES TO ENGINEER

14. Withdrawal of any Bid which is demonstrated to contain a substantial mistake is permitted under I-14.2. This practice is in accordance with written policies of various professional societies and governmental agencies. However, it is recognized that some Owners' policies may differ and that it may be necessary to delete I-14.2.

See discussions concerning modification and withdrawal of Bids in Chapter III of Bidding Procedures.

15. Opening of Bids.

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

NOTES TO ENGINEER

15. Article I-15 as written presumes a public opening. If Bids are to be opened privately, Article I-14 must be amended. An example follows:

14. Opening of Bids.
Bids will be opened privately. An abstract of the amounts of the base Bid and major alternates (if any) will be made available to Bidders within seven days after the date of Bid opening.

See Ch. IV of Bidding Procedures concerning Bid opening.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for thirty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

NOTES TO ENGINEER

16. Article I-16 as written provides for Bids to remain open for thirty-five days. This time period appears in the other standard forms. Because of the delays usually encountered when public funds are involved in the project, it may be necessary to lengthen this time period.

Note that provisions on the commencement of Contract Times appear in GC-2.3 and that the period of time during which Bids are to remain

open and by which a Notice of Award is to be given are interrelated with the date when the Contract Times commence to run. The EJCDC suggested schedule of events between the opening of Bids and the starting of the Contract Times is discussed in SC-2.3. Any changes must be carefully coordinated among all of the Bidding Documents.

See Ch. V. of Bidding Procedures concerning procedures after Bid opening.

17. Award of Contract.

17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

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

NOTES TO ENGINEER

Note particularly the relationship of I-17.3 to I-11.1 and see Notes to Engineer there. See also I-10. Certain rights of Owners in I-17.1-3 may not be available in public bidding.

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

17.5 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

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

NOTES TO ENGINEER

17. Many factors not included in Article I-17 as written may be important to consider in evaluating Bids for any particular project, and it will often be necessary to amend or supplement Article I-17. When factors in addition to price will be significant in comparing Bids, the manner in which comparisons will be made should be fully described. In the event major equipment is included in the Work, it may be appropriate to consider differences in operating efficiency and service support facilities. When Bidder is permitted to designate the Contract Times, it is necessary to explain the manner in which differences in time will be evaluated. Examples of such amendments are as follows:

The evaluation of manufacturer's data on ___ _____submitted upon request prior to the Notice of Award will include consideration of the efficiency and related operating expense during the anticipated useful life of the equipment and the availability of service support facilities. Costs related to efficiency will be calculated as follows:

Anticipated useful life 15 years.
Annual service 4,000 hours.
Average energy costs 8¢/kwh.
Capitalization at 10% interest.

-or-

Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting

amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day before or after the desired date appearing in Article I-7.

Note that if no liquidated damages are specified it will be necessary to set an amount for comparing Bids.

Note also that if I-16 is changed to provide a shorter time for Bids to remain open, a corresponding change is required in I-17.6 and the Supplementary Conditions.

See Chapter VI of Bidding Procedures concerning recommended award procedures.

See EJCDC form of Notice of Awards No. 1910-22.

18. Contract Security.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

NOTES TO ENGINEER

18. In the event no bonds are required, it would be appropriate to delete Article I-18. For recommended forms of Performance and Payment Bonds see EJCDC documents Nos. 1910-28A and 28B.

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

NOTES TO ENGINEER

19. Practices vary widely, and it is recognized that the procedures described in Article I-19 may often require amending. See SC-2.3 for discussion of EJCDC suggested scheduling of events prior to starting of the Contract Time.

It is customary to fill in the blank space just above the signatures in order to indicate the date on which the Agreement is to become effective (the Effective Date of the Agreement). See SC-2.3 and Agreement Forms.

ADDITIONAL INSTRUCTIONS

The foregoing portion of this Guide, when used as intended with the other standard forms of Construction Related Documents produced by the EJCDC, includes articles addressing the basic subject matter required for the most usual projects. However, it is often necessary to supplement the Instructions to Bidders with additional articles such as:

(a) statements required by federal, state or local Laws or Regulations, funding agencies or appropriate reference thereto (for example, some states require provisions concerning Contractor's license);

(b) instructions, regarding prebid conferences;

(c) prepurchasing by Owner and subsequent assignment of procurement contracts to Contractor; and

(d) Owner's special tax exemption.

Examples of supplementary articles are presented in Articles I-20 through I-23.

20. Prebid Conference.

A prebid conference will be held at _____ a.m. on the _____ day of _____ at _____. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are [required] [encouraged] to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

NOTES TO ENGINEER

20. Engineer is advised to record the prospective Bidders in attendance and to keep a record of the proceedings. See comments in Bidding Procedures.

If Owner wishes to make it mandatory that Bidders attend the prebid conference this should be made clear as well as the consequences of failure to attend.

21. Sales and Use Taxes.

Owner is exempt from _____ State Sales and Use Taxes on materials and equipment to be incorporated in the Work (exemption No. _____). Said

taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

NOTES TO ENGINEER

21. Note GC-6.15 and SC-6.15 for conflicts and modify this Article if necessary. Advice of local counsel is desirable since statutory exemptions vary by state.

22. Retainage.

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

NOTES TO ENGINEER

22. Reference should be made to statutory requirements on retainage for public projects.

23. Contracts to be Assigned.

Owner has executed contracts with _____
_____
for _____
and _____
for _____ .

The materials and equipment provided for in these contracts are to be furnished and delivered to the Project site for installation by Contractor. The contracts will be assigned by Owner to Contractor. Identification of the materials and equipment and the procedures to be followed appear in Paragraph SC-6.3.4 of the Supplementary Conditions.

Bidders may examine the contract documents for these contracts at the Issuing Office.

NOTES TO ENGINEER

23. The suggested language pertains to procurement contracts to be assigned. However, Owner often executes procurement contracts without intention of such assignment. In such an event, Article I-23 should be modified and reference should be made to the General Requirements instead of the Supplementary Conditions for details concerning the furnishing and delivery of materials and equipment by others for installation by Contractor.

Reference to EJCDC standard forms for Procurement Contracts, Series No. 1910-26, is recommended. That series of documents is based in part on the language of earlier editions of EJCDC's Construction Related Documents and may require editing before use.

SECTION 00505

AGREEMENT

EJCDC Document No. C-520

1.1 SUMMARY

A. Document Includes:
1. Agreement.

B. Related Documents:
1. Document 00705 - General Conditions - EJCDC.
2. Document 00815 - Supplementary Conditions - EJCDC.

1.2 AGREEMENT

A. EJCDC No. C-520 (2002 Edition), Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), forms the basis of Agreement between the Owner and Contractor.

END OF DOCUMENT

FOR REFERENCE ONLY

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

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

and the

Construction Specification Institute

Knowledge for Creating and Sustaining the Built Environment

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (No. C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723

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INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Guide to the Preparation of Instructions to Bidders ("Instructions")(C-200, 2002 Edition) and with the Standard General Conditions of the Construction Contract ("General Conditions")(C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and coordination with Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions")(C-800, 2002 Edition). See also Suggested Bid Form ("Bid Form") (C-410, 2002 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely to conform to statutory requirements.

This form and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions, and any Bid Form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions), which include the Agreement, bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements" are defined in Article 1 of the General Conditions.) The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Suggested language is presented herein with "Notes to User" to assist in preparing the Agreement. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

Refer to the discussions in EJCDC's Recommended Competitive Bidding Procedures for Construction Projects ("Bidding Procedures") (No. 1910-9-D, 1987 Edition) (to be reissued in 2002) on the particular paragraphs of which frequent reference is made below.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters
1420 King Street
Alexandria VA 22314-2715
(703) 684-2800
www.nspe.org

ASCE headquarters
1801 Alexander Bell Drive
Reston, VA 20191-4400
(800) 548-2723
www.asce.org

ACEC headquarters
1015 15th Street NW
Washington DC 20005
(202) 347-7474
www.acec.org

2. CSI publications may be obtained from:

CSI
99 Canal Center Plaza, Suite 300
Alexandria, VA 22314
(703) 684-0300
www.csinet.org

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

THIS AGREEMENT is by and between _____ ("Owner") and

_____ ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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 for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by _____ (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 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 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before _____.

[or]

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within _____ days after the date when the Contract Times commence to run.

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4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner $_____ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $_____ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

NOTE(S) TO USER

Where failure to reach a Milestone on time is of such consequence that the assessment of liquidated damages for failure to reach one or more Milestones on time is to be provided, appropriate amending or supplementing language should be inserted here.

ARTICLE 5 – CONTRACT PRICE

5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ ($_____)
(words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated

ESTIMATED TOTAL OF ALL UNIT PRICE WORK $ _____ $(_____)
(use words) (figure)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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NOTE(S) TO USER

If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.

Depending upon the particular Bid Form used, use A-5.01.A alone, A-5.01.A and A-5.01.B together, A-5.01.B alone, or A-5.01.C alone, deleting those not used and renumbering accordingly. If A-5.01.C is used, Contractor's Bid is attached as an exhibit and listed in A-9.

ARTICLE 6 – PAYMENT PROCEDURES

6.02 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.03 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

   a. _____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

   b. _____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

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ARTICLE 7 – INTEREST

7.02 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.02 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

NOTE(S) TO USER

If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

NOTE(S) TO USER

If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

F. Contractor does not consider that any 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 Documents.

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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

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J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.02 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages _____ to _____, inclusive).

3. Payment bond (pages _____ to _____, inclusive).

4. Other bonds (pages _____ to _____, inclusive).

   a. _____ (pages _____ to _____, inclusive).

   b. _____ (pages _____ to _____, inclusive).

   c. _____ (pages _____ to _____, inclusive).

5. General Conditions (pages _____ to _____, inclusive).

6. Supplementary Conditions (pages _____ to _____, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

    c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

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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 Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.02 *Terms*

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

10.03 *Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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.

10.04 *Successors and Assigns*

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

10.05 *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.

10.06 *Other Provisions*

NOTE(S) TO USER

If Owner intends to assign a procurement contract (for goods and services) to the Contractor, see Notes to User at Article 23 of Suggested Instructions to Bidders for Procurement Contracts (EJCDC No. P-200, 2000 Edition) for provisions to be inserted in this Article.

Insert other provisions here if applicable.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

NOTE(S) TO USER

See I-21 and correlate procedures for format and signing between the two documents.

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

OWNER:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(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 Owner-Contractor Agreement.)

CONTRACTOR

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service of process:

_____

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

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DOCUMENT 00705

GENERAL CONDITIONS

EJCDC Document No. C-700

1.1 SUMMARY

A. Document Includes:
1. General Conditions.

B. Related Documents:
1. Document 00505 - Agreement - EJCDC.
2. Document 00815 - Supplementary Conditions - EJCDC.

1.2 GENERAL CONDITIONS

A. EJCDC No. C-700 (2002 Edition) - Standard General Conditions of the Construction Contract, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

A. Refer to Document 00815 for amendments and supplements to General Conditions.

END OF DOCUMENT

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

DOCUMENT 00705

GENERAL CONDITIONS

EJCDC Document No. C-700

1.1 SUMMARY

A. Document Includes:
1. General Conditions.

B. Related Documents:
1. Document 00505 - Agreement - EJCDC.
2. Document 00815 - Supplementary Conditions - EJCDC.

1.2 GENERAL CONDITIONS

A. EJCDC No. C-700 (2002 Edition) - Standard General Conditions of the Construction Contract, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

A. Refer to Document 00815 for amendments and supplements to General Conditions.

END OF DOCUMENT

FOR REFERENCE ONLY

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America

Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review**:**

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

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

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not 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

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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

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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 respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

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8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

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 at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

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

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

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

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

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 00815

SUPPLEMENTARY CONDITIONS - EJCDC

1.1 SUMMARY

A. Document Includes:
1. Supplementary Conditions.

B. Related Documents:
1. Document 00410 - Bid Form.
2. Document 00505 - Agreement - EJCDC.
3. Document 00705 - General Conditions - EJCDC.

1.2 SUPPLEMENTARY CONDITIONS

A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, 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.

B. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, have the meanings assigned to them in the General Conditions.

SC-1.01.A Add the following new paragraph immediately after paragraph 1.01.A.32

32.A.	Products: Means materials and equipment that Contractor furnishes and provides, other than labor and services.

SC-2.03.A Delete paragraph 2.03A in its entirety and insert the following in it place:

2.03.A.	Contract Times commence on the date established in Notice To Proceed and continue for 365 days.

SC-3.01.D Add the following new paragraph immediately after paragraph 3.01.C:

3.01.D.	Sections of Division 01 - General Requirements govern the execution of the work of all sections of the specifications.

SC-5.01.A Amend paragraph 5.01.A to require bond values as follows:

FOR REFERENCE ONLY

	Furnish a Performance Bond in the amount of [_____] percent of Contract Price.
	Furnish a Payment Bond in the amount of [_____] percent of Contract Price.

SC-5.01.B Add the following language at the end of paragraph 5.01.B:

1.	Furnish Performance Bond on EJCDC No. C-610 bond form.
2.	Furnish Payment Bond on EJCDC No. C-615 bond form.

SC-12.01.C Amend paragraph 12.01.C.1 to read as follows:

1.	The Agreement identifies the following:
a.	Overhead and profit fees applicable to Changes in the Work, whether additions to or deductions from the Work on which the Contract Price is based.
b.	Fees for changes in subcontract work (both additions and deductions).
c.	The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs on additional work.

END OF DOCUMENT

FOR REFERENCE ONLY

SECTION 01001

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary:
1. Contract description.
2. Contractor's use of premises.
3. Specification conventions.

B. Price and Payment Procedures:
1. Cash allowances.
2. Contingency allowances.
3. Testing and inspection allowances.
4. Schedule of values.
5. Applications for payment.
6. Change procedures.
7. Unit prices.
8. Alternates.

C. Administrative Requirements:
1. Coordination.
2. Field engineering.
3. Meetings.
4. Progress meetings.
5. Equipment electrical characteristics and components.
6. Cutting and patching.

D. Submittals:
1. Submittal procedures.
2. Construction progress schedules.
3. Proposed products list.
4. Product data.
5. Shop drawings.
6. Samples.
7. Manufacturer's instructions.
8. Manufacturer's certificates.

E. Quality Requirements:
1. Quality control.
2. Tolerances.
3. References.
4. Labeling.
5. Testing and inspection laboratory services.
6. Manufacturer's field services and reports.

FOR REFERENCE ONLY

7. Examination.
8. Preparation.

F. Temporary Facilities and Controls:
1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating and cooling.
4. Temporary ventilation.
5. Telephone and facsimile service.
6. Temporary water service.
7. Temporary sanitary facilities.
8. Field offices and sheds.
9. Access roads.
10. Parking.
11. Progress cleaning and waste removal.
12. Project identification.
13. Fire prevention facilities.
14. Barriers and fencing.
15. Enclosures.
16. Protection of installed work.
17. Security.
18. Water control.
19. Pollution and environmental control.
20. Removal of utilities, facilities, and controls.

G. Product Requirements:
1. Products.
2. Delivery, handling, storage, and protection.
3. Product options.
4. Substitutions.

H. Execution Requirements:
1. Closeout procedures.
2. Final cleaning.
3. Starting of systems.
4. Demonstration and instructions.
5. Testing, adjusting and balancing.
6. Protecting installed construction.
7. Project record documents.
8. Operation and maintenance data.
9. Spare parts and maintenance materials.
10. Warranties.

1.2 CONTRACTOR'S USE OF PREMISES

A. Limit use of premises to allow:
1. Owner occupancy.

FOR REFERENCE ONLY

1.3 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

1.4 CASH ALLOWANCES

A. Costs Included in Allowances: Cost of Product to Contractor or subcontractor, less applicable trade discounts; delivery to site and applicable taxes.

B. Costs Not Included in Allowances But Included in Contract Sum/Price: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of Products from elements and from damage and labor for installation and finishing.

C. Difference in cost will be adjusted by Change Order.

1.5 CONTINGENCY ALLOWANCES

A. Include in the Contract, stipulated amount of $20,000 for use upon Owner's instruction.

B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

1.6 TESTING AND INSPECTION ALLOWANCES

A. Costs Not Included in Allowance:
1. Incidental labor and facilities required to assist testing or inspection firm.
2. Costs of re-testing upon failure of previous tests as determined by Architect/Engineer.

B. Costs will be drawn from testing and inspection allowances by Change Order.

C. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as non-compliant.

D. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.

FOR REFERENCE ONLY

6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

1.7 SCHEDULE OF VALUES

A. Submit schedule on EJCDC Form 1910-8-E. Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

1.8 APPLICATIONS FOR PAYMENT

A. Submit three copies of each application on EJCDC Form 1910-8-E.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Monthly.

1.9 CHANGE PROCEDURES

A. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

B. Change Order Forms: EJCDC 1910-8-B.

1.10 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option.

B. Coordinate related Work and modify surrounding Work as required.

1.11 COORDINATION

A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

FOR REFERENCE ONLY

C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.

D. In finished areas, conceal pipes, ducts, and wiring within construction.

1.12 FIELD ENGINEERING

A. Owner will Employ Land Surveyor to locate reference datum and protect survey control and reference points.

B. Establish elevations, lines, and levels and certify elevations and locations of the Work conform with Contract Documents.

C. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.

1.13 PRECONSTRUCTION MEETINGS

A. Architect/Engineer will schedule preconstruction meeting after Notice of Award for affected parties.

B. When required in individual specification section, convene preinstallation meeting at Project site prior to commencing work of section.

1.14 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.15 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Motors: NEMA MG1 Type; specific motor type is specified in individual specification sections.

B. Wiring Terminations: Terminal lugs to match branch circuit conductor; size terminal lugs to NFPA 70.

C. Cord and Plug: Minimum 6 foot cord and plug including grounding connector; cord of longer length is specified in individual sections.

1.16 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.

FOR REFERENCE ONLY

B. Submit written request in advance of cutting or altering structural or building enclosure elements.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.

E. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

G. Refinish surfaces to match adjacent finishes.

1.17 SUBMITTAL PROCEDURES

A. Submittal form to identify Project, Contractor, subcontractor or supplier; and pertinent Contract Document references.

B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.

D. Revise and resubmit submittals as required; identify changes made since previous submittal.

1.18 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within 15 days after date established in Notice to Proceed for Architect/Engineer review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. Submit horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

FOR REFERENCE ONLY

1.19 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.20 PRODUCT DATA

A. Product Data:
1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.

B. Submit number of copies which Contractor requires, plus two copies which will be retained by Architect/Engineer.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.21 SHOP DRAWINGS

A. Shop Drawings:
1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.

B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

C. Submit number of opaque reproductions Contractor requires, plus two copies which will be retained by Architect/Engineer.

1.22 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.

FOR REFERENCE ONLY

1.23 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification sections, submit certifications by manufacturer to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.24 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer's instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.25 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply fully with manufacturer's tolerances.

1.26 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. When specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.27 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
1. Model number.
2. Serial number.
3. Performance characteristics.

FOR REFERENCE ONLY

1.28 TESTING AND INSPECTION LABORATORY SERVICES

A. Owner will appoint, employ, and pay for specified services of independent firm to perform testing and inspection.

B. Independent firm will perform tests, inspections, and other services as required.

C. Cooperate with independent firm; furnish samples as requested.

D. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

1.29 MANUFACTURER'S FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or Product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary.

B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.30 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify utility services are available, of correct characteristics, and in correct location.

1.31 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.32 TEMPORARY ELECTRICITY

A. Pay cost of electricity used. Provide separate metering and pay cost of electricity used.

B. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required. Do not disrupt Owner's need for continuous service.

1.33 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations.

FOR REFERENCE ONLY

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Permanent building lighting may not be utilized during construction.

1.34 TEMPORARY HEATING AND COOLING

A. Provide heating and cooling devices and heat and cool as needed to maintain specified conditions for construction operations.

B. Pay cost of energy used.

1.35 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.36 TELEPHONE AND FACSIMILE SERVICE

A. Provide, maintain and pay for telephone and telephone facsimile service to field office at time of project mobilization. Allow Architect/Engineer incidental use.

1.37 TEMPORARY WATER SERVICE

A. Provide, maintain and pay for suitable quality water service required for construction operations.

1.38 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.

B. Maintain in clean and sanitary condition.

1.39 FIELD OFFICES AND SHEDS

A. Office: Weather tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.40 ACCESS ROADS

A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.

B. Designated existing on-site roads may be used for construction traffic.

FOR REFERENCE ONLY

1.41 PARKING

A. Provide temporary parking areas to accommodate construction personnel.

1.42 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.43 PROJECT IDENTIFICATION

A. Provide 8 foot wide x 6 foot high project sign of exterior grade plywood and wood frame construction, painted, to Architect/Engineer's design and colors.

B. Erect on site at location established by Architect/Engineer.

1.44 FIRE PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
   1. Provide one fire extinguisher at each stair on each floor of buildings under construction.
   2. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.45 BARRIERS AND FENCING

A. Provide fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

B. Construction: Contractor's option.

C. Provide 6 foot high fence around construction site; equip with vehicular gates with locks.

1.46 ENCLOSURES

A. Provide temporary weather tight closures to exterior openings to permit acceptable working conditions and protection of the Work.

1.47 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

FOR REFERENCE ONLY

B. Prohibit traffic or storage upon waterproofed or roofed surfaces.

1.48 SECURITY

A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft.

1.49 WATER CONTROL

A. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Provide erosion control.

1.50 POLLUTION AND ENVIRONMENTAL CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Provide dust control, erosion and sediment control, noise control, pest control and rodent control to allow for proper execution of the Work.

1.51 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment review.

B. Remove underground installations to minimum depth of 2 feet.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.52 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.53 DELIVERY, HANDLING, STORAGE, AND PROTECTION

A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

1.54 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

FOR REFERENCE ONLY

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for manufacturers not named.

1.55 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

1.56 CLOSEOUT PROCEDURES

A. Submit written certification Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.

B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.57 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean interior and exterior surfaces exposed to view.

C. Clean debris from site, roofs, and drainage systems.

D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.58 STARTING OF SYSTEMS

A. Ensure each piece of equipment or system is ready for operation.

B. Execute start-up under supervision of responsible persons in accordance with manufacturer’s instructions.

C. Submit written report stating equipment or system has been properly installed and is functioning correctly.

FOR REFERENCE ONLY

1.59 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of final review.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.

1.60 TESTING, ADJUSTING, AND BALANCING

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

B. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

1.61 PROTECTING INSTALLED CONSTRUCTION

A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

C. Prohibit traffic or storage upon waterproofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

D. Prohibit traffic from landscaped areas.

1.62 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.63 OPERATION AND MAINTENANCE DATA

A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

FOR REFERENCE ONLY

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.

C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.

D. Contents:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system.
3. Part 3: Project documents and certificates.

1.64 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to Project site;obtain receipt prior to final payment.

1.65 WARRANTIES

A. Provide duplicate notarized copies.

B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

C. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

FOR REFERENCE ONLY

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Work by Owner.

C. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes construction of the ***locality/municipality*** burn building prop located at ***street address, city***, Virginia, ***zip code***.

B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

A. Items noted NIC (Not in Contract), will be furnished and installed by Owner after completion of construction by Contractor.

1.4 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cash allowances.

B. Contingency allowances.

C. Testing and inspection allowances.

D. Schedule of values.

E. Applications for payment.

F. Change procedures.

G. Defect assessment.

H. Unit prices.

I. Alternates.

1.2 CASH ALLOWANCES

A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to site and applicable taxes.

B. Costs Not Included in Cash Allowances But Included in Contract Sum/Price: Product delivery to site and handling at site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.

C. Architect/Engineer Responsibilities:
1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
2. Select products in consultation with Owner and transmit decision to Contractor.
3. Prepare Change Order.

D. Contractor Responsibilities:
1. Assist Architect/Engineer in selection of products, suppliers and installers.
2. Obtain proposals from suppliers and installers and offer recommendations.
3. On notification of selection by Architect/Engineer, execute purchase agreement with designated supplier and installer.

FOR REFERENCE ONLY

4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order.

F. Allowances Schedule:

1. Section [_____-_____]: Include the stipulated sum of $[_____] for purchase, delivery, and installation of [_____].
2. Section [_____-_____]: Include the unit price of $[_____] per [_____] for purchase, delivery, and installation of [_____].

1.3 CONTINGENCY ALLOWANCES

A. Include in the Contract, a stipulated sum/price of $20,000 for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

C. Funds will be drawn from Contingency Allowance only by Change Order.

D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit printed schedule on EJCDC 1910-8-E. Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section.

D. Include in each line item, amount of Allowances specified in this section.

E. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.5 APPLICATIONS FOR PAYMENT

A. Submit three copies of each application on EJCDC 1910-8-E.

FOR REFERENCE ONLY

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit with transmittal letter as specified for Submittals in Section 01330 - Submittal Procedures.

1.6 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710.

C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 7 days.

D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation. Document requested substitutions in accordance with Section 01600 - Product Requirements.

E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

G. Construction Change Directive: Architect/Engineer may issue directive, on EJCDC 1910-8-F Work Directive Change signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract.

FOR REFERENCE ONLY

Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

J. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.

K. Change Order Forms: EJCDC 1910-8-B Change Order.

L. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

M. Correlation Of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
3. Promptly enter changes in Project Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.

D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects and identify payment adjustments, is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.

FOR REFERENCE ONLY

5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

A. Authority: Measurement methods are delineated in individual specification sections.

B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

C. Take measurements and compute quantities. Architect/Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim for Contract Price adjustment.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

G. Measurement Of Quantities:
1. Weigh Scales: Inspected, tested and certified by applicable state Weights and Measures department within past year.
2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
3. Metering Devices: Inspected, tested and certified by applicable state department within past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.

FOR REFERENCE ONLY

8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.9 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work.

C. Schedule of Alternates:

1. Alternate No. 1: Dry Hydrant, Standpipe & Sprinkler:
   a. Alternate Item: Drawing number A3.
2. Alternate No. 2: Epoxy Coated Reinforcement:
   a. Base Bid Item: Drawing number A0.2.
   b. Alternate Item: Drawing number A0.2.
3. Alternate No. 2: Additional Burn Rooms:
   a. Base Bid Item: Drawing number A2.0.
   b. Alternate Item: Drawing number A2.0.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Site mobilization meeting.

E. Progress meetings.

F. Pre-installation meetings.

G. Cutting and patching.

H. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

FOR REFERENCE ONLY

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. Employ Land Surveyor registered at Project location and acceptable to Architect/Engineer.

B. Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.

C. Control datum for survey is that established by Owner provided survey.

D. Verify set-backs and easements; confirm drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. Submit copy of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.

G. Maintain complete and accurate log of control and survey work as Work progresses.

H. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

I. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.4 PRECONSTRUCTION MEETING

A. Architect/Engineer will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:
1. Submission of executed bonds and insurance certificates.
2. Distribution of Contract Documents.
3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
4. Designation of personnel representing parties in Contract, and Architect/Engineer.
5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
6. Scheduling.

FOR REFERENCE ONLY

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

A. Architect/Engineer will schedule meeting at Project site prior to Contractor occupancy.

B. Attendance Required: Owner, Architect/Engineer, Contractor, Contractor's Superintendent, and major Subcontractors.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, and those affected by decisions made.

1.6 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.

FOR REFERENCE ONLY

10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, and those affected by decisions made.

1.7 PRE-INSTALLATION MEETINGS

A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

FOR REFERENCE ONLY

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

J. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

END OF SECTION

FOR REFERENCE ONLY

SECTION 01323

NETWORK ANALYSIS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. References.

B. Quality assurance.

C. Format.

D. Schedules.

E. Submittals.

F. Review and evaluation.

G. Updating schedules.

H. Distribution.

1.2 REFERENCES

A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, Washington, D.C., The Associated General Contractors of America (AGC).

1.3 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years minimum experience in scheduling construction work of complexity comparable to this Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: two years minimum experience in using and monitoring CPM schedules on comparable projects.

1.4 FORMAT

A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable specification section number.

B. Diagram Sheet Size: 24 inches high x 36 inches wide.

C. Scale and Spacing: To allow for notations and revisions.

FOR REFERENCE ONLY

1.5 SCHEDULES

A. Prepare network analysis diagrams and supporting mathematical analyses using Critical Path Method, under concepts and methods outlined in AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

B. Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.

C. Illustrate complete sequence of construction by activity, identifying work of separate stages. Indicate dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.

D. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
1. Preceding and following event numbers.
2. Activity description.
3. Estimated duration of activity, in maximum 15 day intervals.
4. Earliest start date.
5. Earliest finish date.
6. Actual start date.
7. Actual finish date.
8. Latest start date.
9. Latest finish date.
10. Total and free float; accrue float time to Owner and to Owner's benefit.
11. Monetary value of activity, keyed to Schedule of Values.
12. Percentage of activity completed.
13. Responsibility.

E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and recomputation of scheduled dates and float.

F. Required Sorts: List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest.
2. By longest float, then in order of early start.
3. By responsibility in order of earliest possible start date.
4. In order of latest allowable start dates.
5. In order of latest allowable finish dates.
6. Contractor's periodic payment request sorted by [Schedule of Values listings] [specifications sections].
7. Listing of basic input data generating report.
8. Listing of activities on critical path.

G. Prepare sub-schedules for each stage of Work identified in Section 01100 - Summary.

H. Coordinate contents with schedule of values in Section 01330 - Submittal Procedures.

FOR REFERENCE ONLY

1.6 SUBMITTALS

A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.

B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.

C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that Subcontractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.

E. Submit updated network schedules with each Application for Payment.

F. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.

G. Submit under transmittal letter form specified in Section 01330 - Submittal Procedures.

1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of network diagrams and analysis with Architect/Engineer at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise network diagrams and analysis incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Indicate changes required to maintain Date of Substantial Completion.

E. Submit sorts required to support recommended changes.

FOR REFERENCE ONLY

F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate contractors.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect/Engineer, and the Owner.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Samples.

G. Design data.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Erection drawings.

M. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

FOR REFERENCE ONLY

E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

H. Allow space on submittals for Contractor and Architect/Engineer review stamps.

I. When revised for resubmission, identify changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 20 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated chart with separate line for each major portion of Work or operation, identifying first work day of each week.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including [products identified under Allowances], and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for [products identified under Allowances].

J. Revisions To Schedules:

FOR REFERENCE ONLY

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.

FOR REFERENCE ONLY

1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.7 SAMPLES

A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:
1. Submit to Architect/Engineer for aesthetic, color, or finish selection.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.

F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700 - Execution Requirements.

1.8 DESIGN DATA

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

FOR REFERENCE ONLY

1.9 TEST REPORTS

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit report within 5 days of observation to Architect/Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

FOR REFERENCE ONLY

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances.

C. References.

D. Labeling.

E. Testing and inspection services.

F. Manufacturers' field services.

G. Examination.

H. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

FOR REFERENCE ONLY

1.3 TOLERANCES

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

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

1.6 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Architect/Engineer.
   1. Laboratory: Authorized to operate in the Commonwealth of Virginia.
   2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.

FOR REFERENCE ONLY

3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

D. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
   1. Submit final report indicating correction of Work previously reported as non-compliant.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Architect/Engineer and independent firm a minimum of 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

H. Agency Responsibilities:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests required by Architect/Engineer.
   7. Attend preconstruction meetings and progress meetings.

I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.
   4. Date and time of sampling or inspection.
   5. Identification of product and specifications section.

FOR REFERENCE ONLY

6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01330 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

FOR REFERENCE ONLY

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

FOR REFERENCE ONLY

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating.
4. Temporary cooling.
5. Temporary ventilation.
6. Telephone service.
7. Facsimile service.
8. Temporary water service.
9. Temporary sanitary facilities.

B. Construction Facilities:
1. Field offices and sheds.
2. Vehicular access.
3. Parking.
4. Progress cleaning and waste removal.
5. Project identification.
6. Traffic regulation.
7. Fire prevention facilities.

C. Temporary Controls:
1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Water control.
5. Dust control.
6. Erosion and sediment control.
7. Noise control.
8. Pest control.
9. Pollution control.
10. Rodent control.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation. Utilize Owner's existing power service, provide separate metering and reimburse Owner for cost of energy used.

FOR REFERENCE ONLY

B. Provide temporary electric feeder from electrical service at location as directed by Architect/Engineer. Do not disrupt Owner's use of service.

C. Complement existing power service capacity and characteristics as required for construction operations.

D. Provide power outlets, with branch wiring and distribution boxes located as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

E. Provide main service disconnect and over-current protection at convenient location.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watt/sq ft.

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may [not] be utilized during construction.

1.4 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.5 TELEPHONE SERVICE

A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.6 FACSIMILE SERVICE

A. Provide, maintain and pay for facsimile service to field at time of project mobilization.

1.7 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

FOR REFERENCE ONLY

1.8 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.9 FIELD OFFICES AND SHEDS

A. Office: Weather tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture drawing rack, and drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.

C. Do not use permanent facilities for field offices or for storage.

D. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
1. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove at completion of Work.
2. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
3. Exterior Materials: Weather resistant, finished in one color.
4. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
5. Lighting for Offices: 50 ft C at desk top height, exterior lighting at entrance doors.
6. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.

E. Environmental Control:
1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfortable conditions 68 degrees F heating and 76 degrees F cooling.
2. Storage Spaces: Heating and ventilation as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of products.

F. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01600 - Product Requirements.

G. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

H. Installation:
1. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
2. Employee Residential Occupancy: Not allowed on Owner's property.

FOR REFERENCE ONLY

I. Maintenance And Cleaning:
   1. Weekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
   2. Maintain approach walks free of mud, water, and snow.

J. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.10 VEHICULAR ACCESS

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

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

D. Location as approved by Owner.

E. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

G. Provide means of removing mud from vehicle wheels before entering streets.

H. Use existing on-site roads for construction traffic.

1.11 PARKING

A. Provide temporary gravel surface parking areas to accommodate construction personnel.

B. Locate as approved by Owner.

C. When site space is not adequate, provide additional off-site parking.

D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.

E. Use of designated areas of existing parking facilities used by construction personnel is permitted.

F. Do not allow heavy vehicles or construction equipment in parking areas.

G. Do not allow vehicle parking on existing pavement.

FOR REFERENCE ONLY

H. Permanent Pavements And Parking Facilities:
   1. Bases for permanent roads and parking areas may be used for construction traffic.
   2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

I. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

J. Removal, Repair:
   1. Remove temporary materials and construction when permanent paving is usable.
   2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
   3. Repair existing facilities damaged by use, to original condition.

K. Mud From Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. One painted sign, 32 sq ft area, bottom 6 feet above ground.
   2. Content:
      a. Project title, logo and name of Owner as indicated on Contract Documents.
      b. Names and titles of authorities.

FOR REFERENCE ONLY

c. Names and titles of Architect/Engineer and Consultants.
d. Name of Prime Contractor [and major Subcontractors].

3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.

B. Project Informational Signs:
1. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet distance.
2. No other signs are allowed without Owner permission except those required by law.

C. Design sign and structure to withstand 60 miles/hr wind velocity.

D. Sign Painter: Experienced as professional sign painter for minimum three years.

E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

F. Show content, layout, lettering, and color.

G. Sign Materials:
1. Structure and Framing: New, wood, structurally adequate.
2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized.
4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
5. Lettering: Exterior quality paint, contrasting colors as selected.

H. Installation:
1. Install project identification sign within 15 days after date fixed by Notice to Proceed.
2. Erect at location of high public visibility adjacent to main entrance to site.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

I. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 TRAFFIC REGULATION

A. Signs, Signals, And Devices:
1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.

FOR REFERENCE ONLY

3. Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction.
4. Flagperson Equipment: As required by authority having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares And Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

E. Traffic Signs And Signals:
1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
3. Relocate as Work progresses, to maintain effective traffic control.

F. Removal:
1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

1.15 FIRE PREVENTION FACILITIES

A. Prohibit smoking with buildings under construction. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
1. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.16 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.

C. Provide protection for plants designated to remain. Replace damaged plants.

FOR REFERENCE ONLY

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.17 ENCLOSURES AND FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6 feet high fence around construction site; equip with vehicular gates with locks.

C. Exterior Enclosures:
1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.18 SECURITY

A. Security Program:
1. Protect Work existing premises from theft, vandalism, and unauthorized entry.
2. Initiate program at project mobilization.
3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

B. Entry Control:
1. Restrict entrance of persons and vehicles into Project site.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors, make available to Owner on request.

1.19 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.20 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.21 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

FOR REFERENCE ONLY

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.22 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior Final Application for Payment inspection.

B. Remove underground installations to minimum depth of 2 feet.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

FOR REFERENCE ONLY

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for Substitutions only within 30 days after date established in Notice to Proceed.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for Substitution as for specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

FOR REFERENCE ONLY

F. Substitution Submittal Procedure:

1. Submit five copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Product warranties and product bonds.

M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to Owner required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

FOR REFERENCE ONLY

B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances.

C. Clean equipment to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Clean debris from roofs and drainage systems.

E. Clean site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Owner seven days prior to start-up of each item.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

D. Verify wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.

F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

G. Submit a written report in accordance with Section 01330 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment and instructed by manufacturer's representative who is knowledgeable about the Project.

C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

FOR REFERENCE ONLY

E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

F. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing manufacturer.

F. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Approved Shop Drawings: Legibly mark each item to record actual construction including:

FOR REFERENCE ONLY

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals of warranties and bonds.

FOR REFERENCE ONLY

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product specification sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

FOR REFERENCE ONLY

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

G. Include color coded wiring diagrams as installed.

H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and adjusting, and checking instructions.

J. Include manufacturer's printed operation and maintenance instructions.

K. Include sequence of operation by controls manufacturer.

L. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

M. Include control diagrams by controls manufacturer as installed.

N. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

O. Include test and balancing reports as specified in Section 01400 - Quality Requirements.

P. Additional Requirements: As specified in individual product specification sections.

Q. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

FOR REFERENCE ONLY

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.13 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections during warranty period.

B. Examine system components at frequency consistent with reliable operation. Clean and adjust as required.

C. Include systematic examination, and adjustment of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

FOR REFERENCE ONLY

SECTION 02055

SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Subsoil materials.
2. Topsoil materials.

B. Related Sections:

1. Document: Geotechnical report; bore hole locations and findings of subsurface materials.
2. Section 02060 - Aggregates for Earthwork.
3. Section 02320 - Backfill.

1.2 UNIT PRICES - MEASUREMENT AND PAYMENT

A. Subsoil:
1. Basis of Measurement: By cubic foot.
2. Basis of Payment: Includes excavating existing subsoil, supplying subsoil materials, and stockpiling.

B. Topsoil:
1. Basis of Measurement: By cubic foot.
2. Basis of Payment: Includes excavating existing topsoil, supplying topsoil materials, and stockpiling.

1.3 REFERENCES

A. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

C. Materials Source: Submit name of imported materials source.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

FOR REFERENCE ONLY

1.5 QUALITY ASSURANCE

A. Furnish each subsoil and topsoil material from single source throughout the Work.

B. Perform Work in accordance with VDOT standard.

C. Maintain one copy on site.

PART 2 PRODUCTS

2.1 SUBSOIL MATERIALS

A. Subsoil Type S1: Conforming to VDOT standard.

B. Subsoil Type S2:
1. Excavated and re-used material.
2. Graded.
3. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.

2.2 TOPSOIL MATERIALS

A. Topsoil Type S3: Conforming to VDOT standard.

B. Topsoil Type S4:
1. Excavated and reused material.
2. Graded.
3. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.
   a. Screening: Single screened.

C. Topsoil Type S5:
1. Imported borrow.
2. Friable loam.
3. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
   a. Screening: Single screened.
4. Acidity range (pH) of 5.5 to 7.5.
5. Containing minimum of 4 percent and maximum of 25 percent inorganic matter.

2.3 SOURCE QUALITY CONTROL

A. Section 01400 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.

B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698.

C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.

FOR REFERENCE ONLY

D. When tests indicate materials do not meet specified requirements, change material and retest.

E. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

C. Remove excess excavated materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Architect/Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Stockpile topsoil 8 feet high maximum.

E. Prevent intermixing of soil types or contamination.

F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

G. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. Leave unused materials in neat, compact stockpile.

FOR REFERENCE ONLY

C. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

FOR REFERENCE ONLY

SECTION 02060

AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Coarse aggregate materials.
2. Fine aggregate materials.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Aggregate: Required.
1. Basis of Measurement: By cubic foot.

1.3 SUBMITTALS

A. Samples: Not required.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate: Conforming to VDOT standard.

B. Coarse Aggregate: Crushed Gravel: Angular crushed stone; free of shale, clay, friable material and debris.

C. Aggregate: Natural stone; washed, free of clay, shale, organic matter.

2.2 FINE AGGREGATE MATERIALS

A. Fine Aggregate: Conforming to VDOT standard.

B. Fine Aggregate: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate aggregate materials from on-site locations designated by Architect/Engineer in accordance with Section 02300.

FOR REFERENCE ONLY

B. Stockpile excavated material meeting requirements for coarse aggregate materials and fine aggregate materials.

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Architect/Engineer.

END OF SECTION

FOR REFERENCE ONLY

SECTION 02230

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Removing surface debris.
2. Removing designated paving, curbs, and [_____].
3. Removing designated trees, shrubs, and other plant life.
4. Removing abandoned utilities.
5. Excavating topsoil.

B. Related Sections:
1. Section 02311 - Rough Grading.

1.2 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.3 QUALITY ASSURANCE

A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.

B. Maintain one copy of each document on site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify existing plant life designated to remain is tagged or identified.

C. Identify waste area for placing removed materials.

FOR REFERENCE ONLY

3.2 PREPARATION

A. Call Local Utility Line Information service at Miss Utility of Virginia not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping as specified in Section 01500 - Temporary Facilities and Controls.

C. Protect bench marks and survey control points from damage or displacement.

3.4 CLEARING

A. Clear areas required for access to site and execution of Work to minimum depth of 12 inches.

B. Remove trees and shrubs indicated. Remove stumps and main root ball to depth of 24 inches and surface rock.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.

C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

D. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material, until disposal.

FOR REFERENCE ONLY

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

FOR REFERENCE ONLY

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Site grading, removal of topsoil and subsoil, building excavating and trenching, backfilling, and compacting.

1.2 SUBMITTALS

A. Samples: Not required.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. Soil Materials: As specified in Section 02055.

2.2 FILL MATERIALS

A. Fill Materials: As specified in Section 02060.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Call Local Utility Line Information service at Miss Utility of Virginia not less than three working days before performing Work.

3.2 TOPSOIL EXCAVATING

A. Excavate topsoil and remove excess topsoil not being reused from site.

3.3 SUBSOIL EXCAVATING

A. Remove excess subsoil not being reused from site.

3.4 TRENCHING

A. Excavate for water and gas piping.

FOR REFERENCE ONLY

3.5 BACKFILLING

A. Backfill areas to contours and elevations.

3.6 PLACING TOPSOIL

A. Place topsoil in areas where seeding is scheduled.

3.7 TESTS

A. Perform laboratory material tests in accordance with ASTM D1557.

B. Density Tests: ASTM D1556 or ASTM D2922.

C. Frequency of Tests: [_____].

END OF SECTION

FOR REFERENCE ONLY

SECTION 02320

BACKFILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Backfilling building perimeter to subgrade elevations.
2. Backfilling site structures to subgrade elevations.
3. Fill under slabs-on-grade.
4. Fill for over-excavation.

B. Related Sections:

1. Section 02055 - Soils for Earthwork: Soils for fill.
2. Section 02060 - Aggregates for Earthwork: Aggregates for fill.
3. Section 02311 - Rough Grading: Site filling.
4. Section 02315 - Excavation and Fill.
5. Section 03300 - Cast-in-Place Concrete: Concrete materials.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Materials Source: Submit name of imported fill materials suppliers.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with local standard.

B. Maintain one copy of each document on site.

FOR REFERENCE ONLY

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Subsoil Fill: Type [S1] [S2] [_____] as specified in Section [02055.] [_____.]

B. Structural Fill: Type [S1] [S2] [A1] [A2] [A3] [A7] [_____] as specified in Section [02055.] [02060.] [_____.]

C. Granular Fill: Type [A1] [A2] [A3] [A7] [_____] as specified in Section [02060.] [_____.]

D. Concrete: Lean concrete with compressive strength of 350 psi.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.

C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.2 PREPARATION

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Scarify subgrade surface to depth of 8 inch.

D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.3 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

C. Place material in continuous layers as follows:

FOR REFERENCE ONLY

1. Subsoil Fill: Maximum 8 inches compacted depth.
2. Structural Fill: Maximum 8 inches compacted depth.
3. Granular Fill: Maximum: 6 inches compacted depth.

D. Employ placement method that does not disturb or damage other work.

E. Maintain optimum moisture content of backfill materials to attain required compaction density.

F. Backfill against supported foundation walls. Do not backfill against unsupported foundation walls.

G. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

H. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.

I. Make gradual grade changes. Blend slope into level areas.

J. Remove surplus backfill materials from site.

K. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Top Surface of Backfilling Within Building Areas: Plus or minus 1 inch from required elevations.

C. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.

D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Perform laboratory material tests in accordance with ASTM D698.

C. Perform in place compaction tests in accordance with the following:
1. Density Tests: ASTM D1556.
2. Moisture Tests: ASTM D3017.

D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

E. Proof roll compacted fill surfaces under slabs-on-grade.

FOR REFERENCE ONLY

3.6 PROTECTION OF FINISHED WORK

A. Section 01700 - Execution Requirements: Protecting finished work.

B. Reshape and re-compact fills subjected to vehicular traffic.

3.7 SCHEDULE

A. Interior Slab-On-Grade:
1. Fill Type [_____], [_____] inches thick, compacted to [95] [_____] percent.
2. Cover with Fill Type [_____], [2] [_____] inches thick, compact uniformly to [95] [_____] percent of maximum density.

B. Exterior Side of Foundation Walls [Retaining Walls] [and] [Over Granular Filter Material and Foundation Perimeter Drainage]:
1. Fill Type [_____], [to subgrade elevation.] [[_____] thick.], each lift, compact uniformly to [90] [_____] percent of maximum density.

C. Fill Under Grass Areas:
1. Fill Type [_____], to [6] [_____] inches below finish grade, compact uniformly to [_____] percent of maximum density.

D. Fill Under Concrete Paving:
1. Compact subsoil to [95] [_____] percent of its maximum dry density.
2. Fill Type [_____], to [_____] inches below finish paving elevation, compact uniformly to [_____] percent of maximum density.

E. Fill to Correct Over-excavation:
1. Lean concrete to minimum compressive strength of 350 psi.

END OF SECTION

FOR REFERENCE ONLY

SECTION 03050

BASIC CONCRETE MATERIALS AND METHODS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Formwork.
2. Reinforcement.
3. Accessories.
4. Cast-in place concrete.
5. Finishing and curing.

1.2 SYSTEM DESCRIPTION

A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 301, ACI 318, and ACI 347 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

B. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96, Procedure A.

1.3 SUBMITTALS

A. Shop Drawings:
1. Indicate pertinent dimensioning, form materials, arrangement of joints and ties, location of bracing and temporary supports, schedule of erection and stripping.
2. Indicate reinforcement sizes, spacings, locations, and quantities, bending and cutting schedules, supporting and spacing devices.
3. Indicate slabs-on-grade.

B. Product Data: Indicate admixtures and anchors.

C. Design Data: Submit mix designs.

1.4 QUALITY ASSURANCE

A. Construct and erect concrete formwork in accordance with ACI 301, ACI 318 and ACI 347.

B. Perform concrete reinforcing work in accordance with ACI 318 and CRSI Manual of Practice.

C. Perform cast-in-place concrete work in accordance with ACI 318.

D. Maintain one copy of each document on site.

FOR REFERENCE ONLY

PART 2 PRODUCTS

2.1 FORM MATERIALS AND ACCESSORIES

A. Form Materials: At discretion of Contractor.

B. Form Ties: Snap-off, metal type of fixed length leaving no metal closer than 1” from formed surface of concrete, cone type.

C. Dovetail Anchor Slots: Galvanized steel, non-filled, release tape sealed slots; bend tab anchors.

D. Form Release Agent: Colorless mineral oil not capable of staining concrete or impairing natural bonding characteristics of coating intended for use on concrete.

E. Formed Construction Joints for Slab-on-Grade: Galvanized steel, tongue and groove type profile, knockout holes to receive doweling.

F. Slab Edge Joint Filler: ASTM D1751, Premolded asphaltic board, 1/2 inch thick.

G. Vapor Retarder: ASTM E1745 Class C; 6 mil thick clear polyethylene film; type recommended for below grade application. Furnish joint tape recommended by manufacturer.

2.2 REINFORCEMENT MATERIALS

A. Deformed Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished.

B. Welded Plain Wire Fabric: ASTM A185; in flat sheets; unfinished. Provide epoxy coated finish as alternate.

C. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing; plastic tipped or non-corroding for supports in slabs forming finished ceilings or where supports are exposed to weather.

D. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice and ACI 318.

E. Weld reinforcement in accordance with AWS D1.4.

F. Epoxy Coated Finish for Steel Bars: ASTM A775/A775M as alternate.

G. Epoxy Coated Finish for Steel Wire: ASTM A884/A884M; Class A using ASTM A775/A775M as alternate.

H. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

FOR REFERENCE ONLY

2.3 CONCRETE MATERIALS

A. Cement: ASTM C150, Normal-Type I and/or II Portland type.

B. Fine and Coarse Aggregates: ASTM C33.

C. Water: Potable and complying with ASTM C94.

D. Air Entrainment Admixture: ASTM C260.

E. Bonding Agent: Polymer resin emulsion.

F. Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

2.4 COMPOUNDS, HARDENERS AND SEALERS

A. Curing Compound: ASTM C309, Type 1, Class B; Acrylic type; clear.

2.5 CONCRETE MIX

A. Mix and deliver concrete in accordance with ASTM C94.

B. Furnish concrete of the following strength for footings:
1. Compressive strength 3000 psi (28 day).
2. Slump 3 to 5 inches.
3. Maximum water-cement ratio: 0.50.

C. Furnish concrete of the following strength for slabs, beams and columns:
1. Compressive strength 4000 psi (28 day).
2. Slump 3 to 5 inches.
3. Maximum water-cement ratio: 0.45.

D. Select admixture proportions for normal weight concrete in accordance with ACI 318.

E. Add air entraining agent to concrete mix for concrete work exposed to exterior.

PART 3 EXECUTION

3.1 FORMWORK ERECTION

A. Erect formwork, shoring and bracing to achieve design requirements.

B. Camber slabs and framing to achieve ACI 301 tolerances.

C. Provide bracing to ensure stability of formwork.

D. Form external corners of beams and columns with 3/4 inch chamfer.

FOR REFERENCE ONLY

E. Apply form release agent to formwork prior to placing form accessories and reinforcement.

F. Do not apply form release agent where concrete surfaces will receive applied coverings affected by agent.

G. Clean forms as erection proceeds, to remove foreign matter.

3.2 INSERTS, EMBEDDED COMPONENTS, AND OPENINGS

A. Provide formed openings where required for work to be embedded in and passing through concrete members.

B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

C. Install concrete accessories straight, level, and plumb.

D. Install water stops continuous without displacing reinforcement.

E. Place formed construction joint device in slab on grade as indicated on the Drawings.

F. Place joint filler at perimeter of floor slab, penetrations, and isolation joints.

3.3 REINFORCEMENT PLACEMENT

A. Place reinforcement, supported and secured against displacement.

B. Ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings.

C. Weld reinforcement in accordance with AWS D1.4.
1. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.

D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.

E. Maintain concrete cover around reinforcement in accordance with ACI 318 and as indicated on the Drawings.

3.4 PLACING CONCRETE

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.

B. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight.

FOR REFERENCE ONLY

C. Repair damaged vapor retarder with vapor retarder material, lap over damaged areas minimum 6 inches and seal watertight.

D. Separate slabs-on-grade from vertical surfaces with 1/2 inch thick joint filler, extended from bottom of slab to within 1/4 inch of finished slab surface.

E. Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours creating cold joints.

F. Place floor slabs in saw cut pattern indicated.

3.5 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Remove formwork progressively and in accordance with code requirements.

3.6 FLOOR FINISHING

A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1.

B. Uniformly spread, screed, and float concrete.

C. Apply light broom finish to surfaces remaining exposed to view in finished construction.

D. Maintain surface flatness, with maximum variation of 1/4 inch in 10 ft.

3.7 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   1. Protect concrete footings from freezing for minimum 7 days.

B. Apply sealer on floor surfaces.

C. Immediately after placement, protect concrete from premature drying.

D. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete for not less than 7 days.

3.8 FORMED SURFACES

A. Provide concrete surfaces to be left exposed such as concrete columns and beams with smooth rubbed finish.

FOR REFERENCE ONLY

3.9 ERECTION TOLERANCES

A. Install reinforcement within tolerances required by ACI 318.

3.10 FIELD QUALITY CONTROL

A. Perform field inspection and testing in accordance with ACI 318 and applicable building code.

B. Reinforcement Inspection:
   1. Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.

C. Strength Test Samples:

   1. Sample concrete and make one set of five cylinders for every 27 cu yds or less of each class of concrete placed each day and for every 1,000 sf of surface area for slabs.

D. Field Testing:
   1. Measure slump and temperature for each concrete truck.
   2. Measure air content in air entrained concrete for each concrete truck.

E. Cylinder Compressive Strength Testing:
   1. Test Method: ASTM C39.
   2. Test Acceptance: In accordance with ACI 318.
   3. Test two cylinders at 28 days.
   4. Test one cylinder at 7 days.
   5. Retain two cylinders for testing when requested by Architect/Engineer.
   6. Dispose remaining cylinders when testing is not required.

3.11 DEFECTIVE CONCRETE

A. Modify or replace concrete not conforming to required lines, details and elevations at no cost to the owner, as directed by Architect/Engineer.

END OF SECTION

FOR REFERENCE ONLY

SECTION 04065

MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes mortar and grout for masonry.

1.2 SUBMITTALS

A. None Required.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 Building Code Requirements for Masonry Structures and ACI 530.1 Specification for Masonry Structures.

1.4 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F (4 degrees C).

B. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F (38 degrees C) or ambient temperature is greater than 90 degrees F (32 degrees C) with wind velocity greater than 8 mph (13 km/h).

PART 2 PRODUCTS

2.1 MORTAR AND MASONRY GROUT

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

2.2 COMPONENTS

A. Portland Cement: ASTM C150, Type I or II, natural color or white.

B. Refractory Mortar: Medium duty, ground fireclay or alumina refractory mortar as determined by ASTM C199.

FOR REFERENCE ONLY

C. Mortar Aggregate: ASTM C144, standard masonry type.

D. Hydrated Lime: ASTM C206, Type S.

E. Grout Aggregate: ASTM C404.

F. Water: Clean and potable.

G. Calcium chloride is not permitted.

2.3 MIXES

A. Mortar Mixes:
1. Mortar for Structural and Non-Structural Masonry: ASTM C270, Type N using Proportion specification.

2. Pointing Mortar: ASTM C270, Type N, using Proportion specification.

3. Mortar For Firebrick Masonry: Fireclay type.

B. Mortar Mixing:
1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.

C. Grout Mixes:
1. Bond Beams and Lintels: 3,000 psi (21 MPa) strength at 28 days; 8-10 inches (200-250 mm) slump mixed in accordance with ASTM C476 [Fine] [Course] grout].

D. Grout Mixing:

1. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476.
2. Do not use anti-freeze compounds to lower freezing point of grout.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install mortar and grout in accordance with ACI 530.1 Specification for Masonry Structures.

3.2 FIELD QUALITY CONTROL

A. Testing Frequency: One set of specified tests for every 2,500 sf (232 sq m) of completed wall area.

FOR REFERENCE ONLY

B. Testing of Mortar Mix: In accordance with ASTM C780.

C. Testing of Grout Mix: In accordance with ASTM C1019.

END OF SECTION

FOR REFERENCE ONLY

SECTION 04820

REINFORCED UNIT MASONRY ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes concrete masonry units; firebrick, reinforcement, anchorage, and accessories.

B. Related Sections:
1. Section 04065 - Masonry Mortar and Grout: Mortar and grout.
2. Section 05500 - Metal Fabrications: Product requirements for fabricated steel items for placement by this section.
3. Section 07900 - Joint Sealers: Rod and sealant at control joints.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:
1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
3. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
4. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
5. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
6. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
7. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
8. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
9. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units.
10. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
11. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
12. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.

FOR REFERENCE ONLY

13. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
14. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 PERFORMANCE REQUIREMENTS

A. Concrete Masonry Assemblies Compressive Strength (f'm): 1,500 psi; determined by prism test method.
   1. Concrete Masonry Units: 1950 psi minimum net area compressive strength.

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement, and accessories.

C. Product Data:
   1. Submit data for concrete masonry units.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01600 - Product Requirements: Product storage and handling requirements.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Section 01600 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

FOR REFERENCE ONLY

1.9 COORDINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Coordinate masonry work with installation of window shutter and door anchors.

PART 2 PRODUCTS

2.1 REINFORCED UNIT MASONRY ASSEMBLIES
The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

2.2 COMPONENTS

A. Firebrick: ASTM C155 Classification C-26 Minimum.

B. Brick Size and Shape: Nominal size of 7 5/8 x 3 5/8 x 2 1/7 inches.

C. Hollow Concrete Masonry Units (CMU): ASTM C90; normal weight.

D. Solid Concrete Masonry Units (CMU): ASTM C90; normal weight.

E. Concrete Masonry Unit Size and Shape: Nominal modular size of 8 x 8 x 16 inches. Furnish special units for 90 degree corners, bond beams, lintels, and bullnosed corners.

2.3 ACCESSORIES

A. Single Wythe Joint Reinforcement: Do not provide horizontal joint reinforcement in CMU walls.

B. Vertical Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars, uncoated finish.

C. Dovetail Anchors: Bent steel strap, 1 x 5 1/2 inch size x 12 gauge thick; ASTM A153/A153M hot dip galvanized.

D. Mortar and Grout: As specified in Section 04065.

E. Weeps: Preformed plastic tubes, hollow.

F. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

FOR REFERENCE ONLY

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify items provided by other sections of work are properly sized and located.

D. Verify built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

A. Direct and coordinate placement of metal anchors supplied to other Sections.

B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

3.3 INSTALLATION

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.

C. Coursing of Concrete Masonry Units:
1. Bond: Running.
2. Coursing: One unit and one mortar joint to equal 8 inches.
3. Mortar Joints: Concave.

D. Placing And Bonding:
1. Lay solid masonry units in full bed of mortar, with full head joints.
2. Lay hollow masonry units with face shell bedding on head and bed joints.
3. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
4. Remove excess mortar as Work progresses.
5. Interlock intersections and external corners.
6. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
7. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
8. Isolate masonry from vertical structural framing members with movement joint as indicated on Drawings.
9. Isolate top of masonry from horizontal structural framing members and slabs or decks as indicated on Drawings.

FOR REFERENCE ONLY

E. Weeps and Vents: Furnish weeps and vents in outer wythe at 32 inches oc horizontally at bottom of walls.

F. Cavity Wall: Do not permit mortar to drop or accumulated into cavity air space or to plug weeps.

G. Anchorage:
1. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
2. Embed anchors embedded in concrete. Embed anchorages in every second block joint.

H. Lintels:
1. Install reinforced unit masonry lintels over openings.
2. Openings: Place two, No. 4 reinforcing bars 1 inch from bottom web and two, No. 4 reinforcing bars 1 1/2 inches from top of block.
3. Do not splice reinforcing bars.
4. Support and secure reinforcing bars from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. Allow masonry lintels to attain specified strength before removing temporary supports.
7. Maintain minimum 8 inch bearing on each side of opening.

I. Reinforced Masonry:
1. Lay masonry units with cells vertically aligned and cavities between wythes clear of mortar and unobstructed.
2. Place reinforcing, reinforcement bars, and grout as indicated on Drawings.
3. Splice reinforcement in accordance with Section 03200.
4. Support and secure reinforcement from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.

J. Expansion Joints:
1. Install expansion joints as indicated on Drawings:
2. Size expansion joint in accordance with Section 07900 for sealant performance.

K. Built-In Work:
1. As work progresses, install built-in work items furnished by other sections.
2. Install built-in items plumb and level.
3. Do not build in materials subject to deterioration.

L. Cutting And Fitting:
1. Cut and fit for conduit. Coordinate with other sections of work to provide correct size, shape, and location.
2. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

FOR REFERENCE ONLY

3.4 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Maximum Variation From Alignment of Columns: 1/4 inch.

C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.

D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

H. Maximum Variation from Cross Sectional Thickness of Walls: ¼ inch.

I. Maximum Variation for Steel Reinforcement:
1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
3. Plus or minus 2 inches (50 mm) from location along face of wall.

3.5 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements, 01700 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Concrete Masonry Units: Test each type in accordance with ASTM C140.

3.6 CLEANING

A. Section 01700 - Execution Requirements: Final cleaning.

B. Remove excess mortar and mortar smears as work progresses.

C. Replace defective mortar. Match adjacent work.

D. Clean soiled surfaces with cleaning solution.

E. Use non-metallic tools in cleaning operations.

FOR REFERENCE ONLY

3.7 PROTECTION OF FINISHED WORK

A. Section 01700 - Execution Requirements: Requirements for protecting finished Work.

B. Protect exposed external corners subject to damage.

C. Protect base of walls from mud and mortar splatter.

D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.

E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION

FOR REFERENCE ONLY

SECTION 05500

METAL FABRICATIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Shop fabricated ferrous metal items, galvanized and prime painted.
2. Steel stair frame of structural sections and landings.
3. Balusters and handrailing.
4. Miscellaneous steel items.
5. Steel plate window shutters.
6. Steel plate doors.

1.2 SYSTEM DESCRIPTION

A. Design stair assembly to support live load of 100 lb/sq ft with deflection of stringer or landing framing not to exceed 1/240 of span.

B. Design handrail, guardrail, and attachments to resist forces as required by VUSBC. Apply loads non-simultaneously to produce maximum stresses.
1. Guard Top Rail and Handrail Concentrated Load: 200 pounds applied at any point in any direction.
2. Guard Top Rail Uniform Load: 50 plf applied in any direction.
3. Intermediate Rails, Panels, and Baluster Concentrated Load: 50 pounds applied to 1 sf area.

1.3 SUBMITTALS

A. Product data for steel shapes and plates, steel grating and treads, paint products, and grout.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

C. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the “Quality Assurance” Article.

1.4 QUALITY ASSURANCE

A. Finish joints in accordance with NOMMA Guideline 1.

FOR REFERENCE ONLY

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept metal fabrications on site in labeled shipments. Inspect for damage.

B. Protect metal fabrications from damage by exposure to weather.

1.6 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on shop drawings.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Steel Sections: ASTM A572/A572M; Grade 50.

B. Steel Plate: ASTM A36/A36M

C. Hollow Structural Sections: ASTM A500, Grade B.

D. Steel Pipe: ASTM A53/A53M, Grade B.

E. Sheet Steel: ASTM A653/A653M, Grade 33 Structural Quality with galvanized coating.

F. Bolts: ASTM A325; Type X.
1. Finish: Hot dipped galvanized.

G. Nuts: ASTM A563 heavy hex type.
1. Finish: Hot dipped galvanized.

H. Washers: ASTM F436; Type 1.
1. Finish: Hot dipped galvanized.

I. Handrail Fittings: Elbows, T-shapes, wall brackets, escutcheons; cast steel.

J. Anchor Rods: ASTM F1554; Grade 55, weldable.

2.2 ACCESSORIES

A. Welding Materials: AWS D1.1.

B. Shop Primer: SSPC Paint 15, Type 1, red oxide.

C. Touch-Up Primer: Match shop primer.

2.3 FABRICATION

A. General:
1. Fit and shop assemble items in largest practical sections, for delivery to site.

FOR REFERENCE ONLY

2. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
3. Exposed Mechanical Fastenings: Flush countersunk screws or bolts, consistent with design of component.
4. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication.
5. Accurately form components required for anchorage of stairs and landings and railings to each other and to building structure.
6. Exposed Welded Joints: NOMMA Guideline 1 Joint Finish 3.

B. Handrails:
1. Fit and shop assemble components in largest practical sizes, for delivery to site.
2. Grind exposed joints flush and smooth with adjacent finish surface.
3. Accurately form components to suit stairs and landings, to each other and to building structure.

2.4 FINISHES

A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

B. Galvanizing for Components: ASTM A123/A123M; minimum 2.0 oz/sq ft coating thickness; galvanize after fabrication.

C. Galvanizing for Fasteners, Connectors, and Anchors:
1. Hot-Dipped Galvanizing: ASTM A153/A153M.
2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify field conditions are acceptable and are ready to receive Work.

3.2 PREPARATION

A. Make provisions for erection stresses. Install temporary bracing to maintain alignment, until permanent bracing and attachments are installed.

B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate sections.

3.3 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide for erection loads and provide temporary bracing to maintain indicated alignment until completion of erection and installation of permanent attachments.

FOR REFERENCE ONLY

C. Field weld components indicated on shop drawings. Perform field welding in accordance with AWS D1.1.

D. Obtain approval prior to site cutting.

E. After erection, touch up welds, abrasions, and damaged finishes with prime paint or galvanizing repair paint to match shop finishes.

3.4 FIELD QUALITY CONTROL

A. Welding: Inspect welds in accordance with AWS D1.1.

END OF SECTION

FOR REFERENCE ONLY

SECTION 05510

METAL STAIRS AND LADDERS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes steel stair frame of structural sections, with open risers; open grate stair treads and landings; and handrailing.

B. Related Sections:
1. Section 05500 - Metal Fabrications.
2. Section 05520 - Handrails and Railings: Handrails and balusters other than specified in this section.
3. Section 09900 - Paints and Coatings: Paint finish.

1.2 REFERENCES

A. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
4. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
5. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
6. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
7. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
8. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
9. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
10. ASTM F436 - Standard Specification for Hardened Steel Washers.
11. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings.
12. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings.
13. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

B. American Welding Society:

FOR REFERENCE ONLY

1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

C. National Association of Architectural Metal Manufacturers:
1. NAAMM AMP 510 - Metal Stairs Manual.
2. NAAMM MBG 531 - Metal Bar Grating Manual.

D. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC SP 1 - Solvent Cleaning.
3. SSPC SP 10 - Near-White Blast Cleaning.
4. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).

1.3 DESIGN REQUIREMENTS

A. Fabricate stair assembly to support uniform live load of 100 lb/sq ft and concentrated load of 300 lb/sq ft with deflection of stringer or landing framing not to exceed 1/240 of span.

B. Fabricate stair assembly to NAAMM AMP 510, Class Industrial.

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.

C. Shop Drawings: Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

D. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM E985 - Permanent Metal Railing Systems and Rails for Buildings.

B. Finish joints in accordance with NOMMA Guideline 1.

C. Maintain one copy of each document on site.

1.6 PRE-INSTALLATION MEETINGS

A. Section 01300 - Administrative Requirements: Pre-installation meeting.

B. Convene minimum one week prior to commencing work of this section.

FOR REFERENCE ONLY

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Steel Sections: ASTM A572/A572M; Grade 50.

B. Steel Plate: ASTM A36/A36M.

C. Hollow Structural Sections: ASTM A500, Grade B.

D. Steel Pipe: ASTM A53/A53M, Grade B.

E. Bolts: ASTM A325; Type 1X.
1. Finish: Hot dipped galvanized.

F. Nuts: ASTM A563 heavy hex type.
1. Finish: Hot dipped galvanized.

G. Washers: ASTM F436; Type 1.
1. Finish: Hot dipped galvanized.

H. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; consistent with design of stair structure.

I. Welding Materials: AWS D1.1; type required for materials being welded.

J. Touch-Up Primer for Galvanized Surfaces: SSPC Paint 20 Type I Inorganic.
1. Anti-Corrosive Paints: Maximum volatile organic compound content in accordance with GC-03.

K. Gratings: As indicated on Drawings.

L. Stair Treads: As indicated on Drawings.

2.2 FABRICATION

A. Fit and shop assemble components in largest practical sections, for delivery to site.

B. Fabricate components with joints tightly fitted and secured.

C. Continuously seal joined pieces by continuous welds.

D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

FOR REFERENCE ONLY

E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

G. Accurately form components required for anchorage of stairs and landing and railings to each other and to building structure.

2.3 FABRICATION - OPEN GRATING STAIRS AND LANDING

A. Fabricate treads 2” inch thick members as indicated on Drawings, bolted to supports; galvanized finish.

B. Form hollow stringers with rolled steel channels; galvanized finish.

C. Form landings 2”inch thick same as treads; galvanized finish.

2.4 SHOP FINISHING

A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

B. Galvanizing: ASTM A123/A123M; galvanize after fabrication.

C. Galvanizing for Fasteners, Connectors, and Anchors:
1. Hot-Dipped Galvanizing: ASTM A153/A153M.
2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify concealed blocking and reinforcement is installed and correctly located to receive wall mounted handrails.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be cast into concrete with setting templates.

FOR REFERENCE ONLY

3.3 INSTALLATION

A. Install components plumb and level, accurately fitted, free from distortion or defects.

B. Install anchors required for connecting stairs to structure.

C. Allow for erection loads. Install sufficient temporary bracing to maintain framing safe, plumb, and in alignment.

D. Field weld components indicated on Drawings. Perform field welding in accordance with AWS D1.1.

E. Field bolt and weld to match shop bolting and welding. Conceal bolts and screws whenever possible.

F. Mechanically fasten joints butted tight, flush, and hairline. Grind welds smooth and flush.

G. Obtain approval of Architect/Engineer prior to site cutting or creating adjustments not scheduled.

H. After erection, prime welds, abrasions, and surfaces not galvanized, except surfaces to be in contact with concrete.

3.4 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

3.5 FIELD QUALITY CONTROL

A. Welding: Inspect welds in accordance with AWS D1.1.

END OF SECTION

FOR REFERENCE ONLY

SECTION 05520

HANDRAILS AND RAILINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes steel pipe railings, fittings; and handrails.

B. Related Sections:
1. Section 03300 - Cast-In-Place Concrete: Execution requirements for placement of anchors specified in this section in concrete.
2. Section 04820 – Reinforced Masonry Assemblies: Execution requirements for placement of anchors specified in this section in masonry.
3. Section 05510 - Metal Stairs and Ladders: Handrails other than those specified in this section.

1.2 REFERENCES

A. ASTM International:
1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
4. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings.

B. National Ornamental & Miscellaneous Metals Association:
1. NOMMA Guideline 1 - Joint Finishes.

C. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).

1.3 DESIGN REQUIREMENTS

A. Design handrail, guardrail, and attachments to resist forces as required by applicable code. Apply loads non-simultaneously to produce maximum stresses.
1. Guard Top Rail and Handrail Concentrated Load: 200 pounds applied at any point in any direction.
2. Guard Top Rail Uniform Load: 50 plf applied in any direction.
3. Intermediate Rails Concentrated Load: 50 pounds applied to 1 sf area.

FOR REFERENCE ONLY

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.

1.5 QUALITY ASSURANCE

A. Finish joints in accordance with NOMMA Guideline 1.

B. Maintain one copy of each document on site.

1.6 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 STEEL RAILING SYSTEM COMPONENTS

A. Pipe: ASTM A53/A53M, Grade B.

B. Rails and Posts: 1 ½" inch diameter steel pipe; welded joints.

C. Fittings: Elbows, T-shapes, wall brackets, escutcheons; steel.

D. Mounting: brackets and flanges, with steel brackets for embedding in masonry.

E. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.

F. Galvanizing: ASTM A123/A123M; minimum 2.0 oz/sq ft coating thickness; galvanize after fabrication.

G. Touch-Up Primer for Galvanized Surfaces: SSPC Paint 20 zinc rich.

2.2 FABRICATION

A. Fit and shop assemble components in largest practical sizes for delivery to site.

B. Fabricate components with joints tightly fitted and secured. Furnish spigots and sleeves to accommodate site assembly and installation.

C. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

FOR REFERENCE ONLY

E. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations not encouraging water intrusion.

F. Interior Components: Continuously seal joined pieces by continuous welds.

G. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

H. Accurately form components to suit stairs and landings, to each other and to building structure.

I. Accommodate for expansion and contraction of members and building movement without damage to connections or members.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify concealed blocking and reinforcement is installed and correctly located to receive wall mounted handrails.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be embedded in masonry with setting templates, to appropriate sections.

3.3 INSTALLATION

A. Install components plumb and level, accurately fitted, free from distortion or defects.

B. Anchor railings to structure with anchors, plates, angles.

C. Field weld anchors as indicated on Drawings. Touch-up welds with primer. Grind welds smooth.

D. Conceal bolts and screws whenever possible.

3.4 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

END OF SECTION

FOR REFERENCE ONLY

SECTION 07140

FLUID-APPLIED WATERPROOFING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes fluid applied polymer modified Portland cement slurry membrane waterproofing; protective covering.

B. Related Sections:
None.

1.2 REFERENCES

1.3 SYSTEM DESCRIPTION

A. Waterproofing System: Portland cement application fluid applied material to prevent moisture migration to interior through concrete slabs.

1.4 PERFORMANCE REQUIREMENTS

1.5 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data for coating with temperature range for application of waterproofing membrane.

C. Manufacturer's Installation Instructions: Submit special procedures and perimeter conditions requiring special attention.

D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.6 QUALITY ASSURANCE

A. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

A. Waterproofing Material Manufacturer: Company specializing in waterproofing membrane with minimum three years documented experience.

B. Applicator: Company specializing in performing the work of this section with minimum three years experience. Applicator will have received training for product by manufacturer.

FOR REFERENCE ONLY

1.8 WARRANTY

A. Section 01700 - Execution Requirements: Product warranties and product bonds.

B. Furnish five year manufacturer warranty for waterproofing failing to resist penetration of water.

C. For warranty repair work, remove and replace materials concealing waterproofing.

PART 2 PRODUCTS

2.1 FLUID APPLIED WATERPROOFING

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

2.2 COMPONENTS

A. Waterproofing Membrane: polymer-modified Portland cement slurry.

B. Cured Membrane Characteristics at 28 days:

Properties	Test	Results
Tensile Strength	ASTM C307	870 psi
Bond Strength	ACI 503R-30 Modified	180 psi
Moisture Vapor permeability	ASTM E96	18 perms
Compressive Strength	ASTM D695	3000 psi
Flexibility	ASTM D522 Modified	25%

2.3 ACCESSORIES

PART 3 EXECUTION

3.1 PREPARATION

A. Substrate must be clean, sound and free of surface contaminants. Remove dust, laitance, grease, oils, curing compounds, form release agents and all foreign particles by mechanical means.

FOR REFERENCE ONLY

B. An open-textured, sandpaper-like substrate is ideal. Substrates shall be in accordance with ICRI Guideline No. 03732 for coatings and fall within CSP4.

C. All surfaces must be saturated surface dry (SSD), with no standing water at time of application. Protect adjacent surfaces not designated to receive waterproofing.

D. Do not apply waterproofing to surfaces unacceptable to manufacturer or applicator.

3.2 INSTALLATION

A. Mix components per the manufacturer's recommendations.

B. Apply with stiff bristle brush. Work material into the prepared substrates, filling all pores and voids. For brush grade: Apply first coat, with horizontal brush strokes and leave to harden (4 to 8 hours). Apply second coat with vertical brush strokes.

C. When applying the coating, never stop the application until the entire surface has been coated. Always stop application at an edge, corner, or joint. Never let a previously coated film dry; always coat into a wet film. Always apply the coating at a 45° angle to an edge, corner, or joint.

D. Adhere to all limitations and cautions for the polymer-modified cement coating in the manufacturer's printed literature.

3.3 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01700 - Execution Requirements: Protecting installed construction.

B. Do not permit traffic over unprotected or uncovered membrane.

END OF SECTION

FOR REFERENCE ONLY

SECTION 07800

THERMAL LINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.

1.2 SUMMARY

A. This section includes requirements for the thermal lining system.

1.3 PERFORMANCE REQUIREMENTS FOR THERMAL LINING

A. Thermal lining shall provide thermal protection for the structural components from temperatures attained during fire training.
1. Thermal lining shall withstand spike temperatures at the exposed face of thermal lining of up to 1,500°F.
2. Temperature behind thermal lining during live fire training, at the face of the protected structure, shall not exceed 350°F when the room temperature at the exposed face of the thermal lining is 1,500°F.
3. During a live fire training day, multiple live fire training evolutions may occur. After each evolution, the fire may be left smoldering, but not completely extinguished. At the beginning of the next evolution, the fire is reignited. This cycle typically repeats all day during a training day. As a result, significant residual heat builds up in the building by the last training evolution. The thermal lining shall withstand, without damage, residual heat buildup created by a minimum of 20 consecutive live fire training evolutions within a 24 hour day.

B. Thermal lining shall withstand, without damage, repetitive thermal shock created by rapid cooling of heated surfaces with cool water from water mains. Thermal lining shall allow for expansion and contraction caused by rapid heating and cooling.

C. Thermal lining shall withstand, without damage, impact loads and other associated stresses induced by pressurized water sprayed from hoses (300 gallons per minute, 100 pounds per square inch of pressure) and thermally pressurized steam.
1. Thermal lining shall prevent water and steam penetration to the protected structure.
2. Thermal lining shall be designed to expel any absorbed moisture, whether absorbed during training evolutions, changes in humidity, or temperature-related condensation.
3. Thermal lining shall not be damaged by absorbed moisture or by rapid heating of absorbed moisture during live fire training.

FOR REFERENCE ONLY

4. For multi-component thermal lining systems consisting of an insulation layer protected by another layer of durable materials, the insulation layer shall not sag or move behind the protective layer.

D. Thermal lining shall withstand, without damage, routine physical abuse during typical live fire training evolutions, including but limited to:
1. Impact of fire fighters' protective clothing, self-contained breathing apparatuses, or hand tools
2. Impact of wood pallets or other Class A fuel materials "tossed" onto the fire and impacting the thermal lining.

E. Thermal lining shall be functional year-round, withstanding the effects of seasonal weather considerations, including seasonal temperate changes, freeze/thaw cycles, humidity, and precipitation.

F. Thermal lining shall withstand, without damage, the effects of oxygen deficient atmosphere.

G. Thermal lining shall allow for the use of surface and subsurface mounted thermocouples that penetrate the lining.

H. Thermal lining shall be free from asbestos or other harmful ingredients, and shall not produce toxic byproducts during live fire training.

I. Thermal lining properties shall not degrade under repeated use.

1.4 QUALIFICATIONS PROCEDURE

A. For any prospective thermal lining manufacturer/supplier/product that is not listed under Section 2, submit a written request for qualification to the Architect/Engineer. For all requests for qualification, include the information defined in the following sections and deliver to the Engineer 14 calendar days before the stated date of bid opening as identified in the solicitation documents. Lack of adequate information is sufficient cause for rejection. References to catalogs or other descriptive documents not included with the application for qualification to the Architect/Engineer are not acceptable.

B. Company and Product Capabilities: Provide the following information:
1. Corporate qualifications and capabilities that fully describe the ability to prove the required thermal lining systems and support to the Owner.
2. A history of corporate experience with the thermal lining in live fire training props ("burn buildings").
3. A list of five (5) completed projects, at least two (2) of which shall be more than three (3) years old, illustrating thermal lining performance equal or greater to the performance criteria listed in this specification. Include the award date, the completion date, the contract value, and the name and telephone number of the person employed by the Owner who has personal knowledge of the thermal lining supplier's contractual and technical performance.

FOR REFERENCE ONLY

4. If the product does not meet the requirements for number and age of completed projects, then submit to the Architect/Engineer test data that clearly shows that the product can meet all of the performance criteria.
5. Material and installation data.

1.5 SUBMITTALS

A. General: Submit each item in this article according to the General Conditions of the Contract and Division 1 Specification Sections.

B. Evidence of installer qualifications, including certification by thermal lining manufacturer.

C. Certificate of Conformance: Manufacturer's certification that materials and equipment are physically and chemically compatible with each other, that materials are in compliance with performance requirements of this specification, and that each material and/or equipment is suitable for the intended purpose. Material and equipment not listed in the certificate will not be permitted in the work area. Submit Material Safety Data Sheets (MSDS) for the thermal lining.

D. Materials Certification: Letter from the manufacturer certifying that materials shipped meet manufacturer's specification data.

E. Samples of materials to be used.

F. Shop drawings detailing fabrication and erection of thermal lining. Include plans, elevations, sections, and details of thermal lining and connections to substrates. Show anchorage and accessory items.

G. Operations and Maintenance manual describing all required maintenance and operational requirements. If required maintenance requires training, provide one on-site training session, for Owner's representatives at a date and time agreeable to Owner.

1.6 QUALITY ASSURANCE

A. All thermal linings shall be provided by one manufacturer.

B. Installer Qualifications: Thermal lining shall be installed by manufacturer or by a contractor approved by the manufacturer and under the supervision of the manufacturer.

C. Warranties:
1. The manufacturer shall furnish a one year warranty for the thermal lining system, starting from the date of Owner's acceptance of the Work, to cover replacement of all defective materials and materials that failed to meet the performance criteria.
2. The installer shall furnish a one year warranty for the thermal lining system, starting from the date of Owner's acceptance of the Work, to cover replacement of all materials found to be defective due to workmanship.

FOR REFERENCE ONLY

3. Warranties can exclude repairs, replacement, and corrective work to the substrate, structure, and/or property. Warranties can exclude mechanical damage to lining system due to abuse or neglect (including training that does not conform to NFPA 1403), structural failure, or forces of nature greater than normal weather conditions.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver thermal lining materials in manufacturer's original unopened containers or wrapped with labels intact and legible.

B. Store and protect materials from damage and weather in accordance with the manufacturer's instructions. Keep materials clean and dry at all times.

C. Handle materials in accordance with manufacturer's recommendations.

PART 2 – PRODUCTS

2.1 THERMAL LINING MANUFACTURERS
The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

PART 3 – EXECUTION

3.1 PREPARATION

A. Clean surfaces to receive thermal lining of oils, dust, and other deleterious matter. Install thermal lining over dry surfaces.

3.2 INSTALLATION

A. Install thermal lining and all accessories in accordance with the manufacturer's requirements.

FOR REFERENCE ONLY

3.3 CLEAN UP

A. Remove all debris, scraps, containers, and any other trash resulting from the installation of the thermal lining.

END OF SECTION

FOR REFERENCE ONLY

SECTION 07900

JOINT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes sealants and joint backing.

1.2 SUBMITTALS

A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

1.3 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1 JOINT SEALERS

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

B. Product Description:
1. Exterior Foam Expansion Joint Sealer: Precompressed foam sealer; urethane with water-repellent.
   a. Size: As required to provide weathertight seal when installed.
   b. Applications: Use for exterior wall expansion joints.

2. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, non-drying, non-skinning, non-curing.
   a. Applications: Use for concealed sealant bead in sheet metal work and concealed sealant bead in siding overlaps.
3. Sealant - Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A; single component, solvent curing, non-sagging, non-staining, non-bleeding.
   a. Movement Capability: Plus 40 percent, minus 25 percent.]
   b. Service Temperature Range: -20 to 750 degrees F.

FOR REFERENCE ONLY

c. Shore A Hardness Range: 15 to 35.

2.2 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify substrate surfaces and joint openings are ready to receive work.

B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

A. Remove loose materials and foreign matter impairing adhesion of sealant.

B. Clean and prime joints.

C. Perform preparation in accordance with ASTM C1193.

3.3 INSTALLATION

A. Perform installation in accordance with ASTM C1193.

B. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.

C. Install bond breaker where joint backing is not used.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Tool joints concave.

END OF SECTION

FOR REFERENCE ONLY

SECTION 11000

TEMPERATURE MONITORING SYSTEM

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for the temperature monitoring system, including:
1. Central Recorder
2. Thermocouples
3. Extension wire connecting thermocouples to central recorder
4. Enclosure heater

1.3 RELATED SECTIONS

A. See Division 16 for electrical wiring, conduit, junction boxes, and other miscellaneous electrical equipment

1.4 PERFORMANCE REQUIREMENTS

A. Temperature monitoring system shall be specifically manufactured for and capable of registering and displaying temperatures in the training structure during live fire training:
1. Temperature range during normal operating conditions at the central recorder: 25°F to 125°F.
2. Temperature range during normal operating conditions at the thermocouples: 25°F to 2,400°F.

B. Central recorder shall be capable of scanning and recording temperature readings from a minimum of 16 thermocouples. Recorder model and requirements have been pre-approved by the Virginia department of Fire Programs.
1. Central recorder shall have a digital display that indicates readings during operation. Digital display shall be capable of scanning continuously through readings from all of the thermocouples. The scanning feature shall be capable of being programmed so that different thermocouples can be scanned during different training evolutions.
2. Central recorder shall have touchscreen capability.
3. Central recorder shall be capable of storing data on removable storage media, including PCMCIA/compact flash cards.
4. Central recorder shall have a minimum of two USB ports.
5. Central recorder shall have a 70 MB battery backed buffer.

FOR REFERENCE ONLY

6. Recorder shall come with software required to convert saved data to a format compatible with commercially available spreadsheet software, such as Lotus 1-2-3 or Microsoft Excel, for use and analysis in a personal computer with Windows format.
7. Central recorder shall have a programmable alarm capable of notifying and recording all alarm events. The recorder shall have a minimum of four alarm output relays. Recorder shall be capable of setting four alarm levels per channel (thermocouple), including upper and lower temperature limits. Alarm shall be capable of setting different alarm levels for every thermocouple or setting different alarm levels for groups of thermocouples, so that the alarm will signal if any thermocouple reaches an alarm limit.
8. Central recorder shall be capable of displaying and recording temperatures in degrees Fahrenheit and, if also available, degrees Celsius.

C. Locations of thermocouples shall be as indicated in the drawings.

D. Wiring, conduit, and other miscellaneous electrical items shall be protected from high temperatures by installing them outside of the training structure or behind thermal linings inside the training structure, as indicated on the drawings and in Division 16.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for central recorder and thermocouples.

C. Warranties for central recorder and thermocouples.

D. Maintenance and operations manuals for central recorder and thermocouples.

PART 2 – PRODUCTS

2.1 CENTRAL RECORDER

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

FOR REFERENCE ONLY

2.2 THERMOCOUPLES

A. Type K thermocouples for ceiling mount installations shall meet the following criteria:
1. Sheath shall be 1/8" stainless steel, length as required by drawings and field conditions, minimum 4 inches.
2. Provide high temperature potting with minimum 8" fiberglass leads connected to a high temperature plug located in junction box at thermocouple location. Plug shall be connected to extension wire pulled from temperature recorder location, terminating in the junction box.
3. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

B. Provide 1/8" x 1/4" NPT stainless compression fitting to fit thermocouple to stainless steel plate shown in drawing details. Compression fitting shall be for 1/8" thermocouple and shall have ¼" threaded shaft.

2.3 EXTENSION WIRE

A. For type K thermocouples, extension wire shall be standard Type K thermocouple extension lead wire with fiberglass insulation.

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

2.4 ENCLOSURE

A. Enclosure shall be a NEMA 4X enclosure with a lockable clear plexiglass full front cover at indicated location. The enclosure shall provide easy access to the front of the data recorder as well as the rear for wiring termination. The enclosure shall include a top mounted high intensity strobe light with audible alarm and silence push button. Power shall include a surge protector.

FOR REFERENCE ONLY

B. A two position selector switch shall be provided for record or monitor mode selection.

C. A two position power on/off switch shall be provided.

D. Heater for the NEMA enclosure housing the digital indicators shall be 200W, 115V electric heater with ambient sensing thermostat set at 40 degrees F.

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

Manufacturers:
5. _____ Corporation. Model: _____
6. _____ Company. Model: _____
7. _____ Incorporated. Model: _____
8. Or an Approved Equal.

PART 3 – EXECUTION

3.1 CENTRAL RECORDER

A. Install central recorder in accordance with manufacturer's requirements inside enclosure.

3.2 THERMOCOUPLE

A. Install thermocouples as shown on the drawings. Connect lead wire to extension wire as indicated.

3.3 EXTENSION WIRE

A. Run extension wire from connection point between lead wire and extension wire to digital indicator panel within conduit as indicated. Follow manufacturer's requirements and requirements of Division 16.

B. Connect extension wires from each thermocouple to central recorder.

3.4 ENCLOSURE HEATER

A. Mount enclosure heater inside the NEMA enclosure.

3.5 CALIBRATION AND TESTING

A. Calibrate and test temperature monitoring system in accordance with manufacturer's requirements. Program central recorder to tailor the system to the requirements of the Owner's training program.

FOR REFERENCE ONLY

3.6 DEMONSTRATION AND TRAINING PERIOD

A. Provide one qualified person for one full day to demonstrate the system and train Owner's personnel in use and maintenance of system.

END OF SECTION

FOR REFERENCE ONLY

SECTION 13121

PRE-ENGINEERED BUILDINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes pre-engineered, shop fabricated structural steel building frame; metal wall and sloped roof system including parapet walls and soffits; and exterior doors windows, louvers, and openings for chop-out blocks.

B. Related Sections:
1. Section 03350 - Concrete Forms and Accessories: Execution requirements for placement of anchor bolts and base plates specified in this section in concrete.
2. Section 07900 - Joint Sealers.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC S335 - Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
2. AISC S342L - Load and Resistance Factor Design Specification for Structural Steel Buildings.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
4. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
5. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
6. ASTM A490 - Standard Specification for Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
7. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
8. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
9. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
10. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
11. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

FOR REFERENCE ONLY

12. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
13. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
14. ASTM C991 - Standard Specification for Flexible Glass Fiber Insulation for Pre-Engineered Metal Buildings.
15. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
16. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
17. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Metal Building Manufacturers Association:
1. MBMA - Low Rise Building Systems Manual.

E. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

F. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).

G. Underwriters Laboratories Inc.:
1. UL - Building Materials Directory.
2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 SYSTEM DESCRIPTION

A. Single span rigid frame or bearing wall

B. Bay Spacing: As indicated on Drawings.

C. Primary Framing: Rigid frame of rafter beams and columns, canopy beams, braced end frames, end wall columns, and wind bracing.

D. Secondary Framing: Purlins, girts, eave struts, flange bracing, sill supports, clips, and other items detailed.

E. Wall System: Preformed metal panels of vertical profile and accessory components.

F. Roof System: Preformed metal panels and accessory components.

G. Roof Slope: Varies see Drawings.

FOR REFERENCE ONLY

1.4 DESIGN REQUIREMENTS

A. Design members to withstand dead load, applicable snow load, vertical and horizontal seismic loads, and design loads due to pressure and suction of wind calculated in accordance with design load schedule.

B. Design members to support equipment and fire sprinkler system piping indicated.

C. Maximum allowable deflection: 1/240 of span with imposed loads for exterior wall and roof system.

D. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.

E. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range denoted on Drawings.

F. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

1.5 PERFORMANCE REQUIREMENTS

A. Conform to applicable code for submission of design calculations, as well as reviewed shop and erection drawings as required for acquiring permits.

B. Cooperate with regulatory agency or authority and provide data as requested authority having jurisdiction.

C. Provide components of each type from one manufacturer compatible with adjacent materials.

1.6 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, and loads; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, and method or installation; framing anchor bolt settings, sizes, and locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.

C. Product Data: Submit data on profiles, component dimensions, fasteners, and performance characteristics.

D. Manufacturer's Instructions: Submit preparation requirements and anchor bolt placement.

E. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.

FOR REFERENCE ONLY

1.7 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution Requirements: Closeout procedures.

B. Project Record Documents: Record actual locations of concealed components and utilities.

1.8 QUALITY ASSURANCE

A. Perform Work in accordance with AISC S335, AISC S342L, and MBMA Low Rise Building Systems Manual.

B. Maintain one copy of each document on site.

1.9 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Erector: Company specializing in performing Work of this section with minimum 3 years experience.

C. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of Professional Engineer experienced in design of this Work and licensed in the Commonwealth of Virginia.

1.10 PRE-INSTALLATION MEETINGS

A. Section 01300 - Administrative Requirements: Pre-installation meeting.

B. Convene minimum one week prior to commencing work of this section.

1.11 WARRANTY

A. Section 01700 - Execution Requirements: Product warranties and product bonds.

B. Furnish five year manufacturer warranty for pre-engineered building systems and components.

C. Furnish twenty year extended warranty to include coverage for exterior pre-finished surfaces color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading.

FOR REFERENCE ONLY

PART 2 PRODUCTS

2.1 PRE-ENGINEERED BUILDINGS

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

A. Manufacturers:
1. _____ Corporation. Model: _____
2. _____ Company. Model: _____
3. _____ Incorporated. Model: _____
4. Or an Approved Equal.

2.2 COMPONENTS - FRAMING

A. Structural Steel Members: ASTM A572/A572M, Grade 50.

B. Structural Tubing: ASTM A500, Grade B

C. Plate or Bar Stock: ASTM A529/A529M.

D. Anchor Bolts: ASTM A307, galvanized.

E. Bolts, Nuts, and Washers: ASTM A325, galvanized.

F. Welding Materials: AWS D1.1; type required for materials being welded.

G. Primer: SSPC Paint 20, Red Oxide.

H. Grout: ASTM C1107, Non-shrink type, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents, capable of developing minimum compressive strength of 2400 psi in two days and 7000 psi in 28 days.

2.3 COMPONENTS - WALL AND ROOF SYSTEM

A. Sheet Steel Stock: ASTM A653/A653M galvanized to G90designation.

B. Joint Seal Gaskets: Manufacturer's standard type.

C. Fasteners: Manufacturer's standard type, galvanized, finish to match adjacent surfaces when exterior exposed.

D. Sealant: Manufacturer's standard type, as specified in Section 07900, non-staining, elastomeric, skinning.

2.4 COMPONENTS - METAL DOORS AND FRAMES

A. Doors and Frames: Manufacturer's standard.

FOR REFERENCE ONLY

2.5 COMPONENTS - WINDOWS

A. Windows: Manufacturer's standard.

2.6 FABRICATION - FRAMING

A. Fabricate members in accordance with AISC Specification for plate, bar, tube, or rolled structural shapes.

B. Anchor Bolts: Formed with bent shank, assembled with template for casting into concrete.

C. Provide framing for door and window openings.

2.7 FABRICATION - WALL AND ROOF SYSTEMS

A. Siding: Minimum 18 gauge metal thickness.

B. Roofing: Minimum 18 gauge metal thickness.

C. Girts/Purlins: Rolled formed structural shape to receive siding and roofing sheet.

D. Internal and External Corners: Same material thickness and finish as adjacent material.

E. Flashings, Closure Pieces, Fascia, Infills, and Caps; Same material and finish as adjacent material, profile to suit system.

F. Fasteners: To maintain load requirements and weather tight installation, same finish as cladding, non-corrosive type.

G. Wall Louvers: blade design, same finish as adjacent material, with steel mesh screen and frame.

2.8 FACTORY FINISHING

A. Framing Members: Clean, prepare, and galvanize to ASTM A123/A123M; minimum 2.0 oz/sq ft coating thickness; galvanize after fabrication.

B. Galvanizing for Nuts, Bolts and Washers: ASTM A153/A153M.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position.

FOR REFERENCE ONLY

3.2 ERECTION - FRAMING

A. Erect framing in accordance with AISC Specification.

B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated on Drawings.

C. Set column base plates with non-shrink grout to achieve full plate bearing.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, prime welds, abrasions, and surfaces not galvanized.

3.3 ERECTION - WALL AND ROOFING SYSTEMS

A. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

B. Fasten cladding system to structural supports, aligned level and plumb.

C. Locate end laps over supports. End laps minimum 2 inches. Place side laps over bearing.

D. Install expansion joints where indicated on Drawings.

E. Use concealed fasteners.

F. Install sealant and gaskets to prevent weather penetration.

3.4 ERECTION - ACCESSORIES

A. Install door frame, door, window shutter and louvers.

B. Seal wall and roof accessories watertight with sealant in accordance with Section 07900.

3.5 ERECTION TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Framing Members: 1/4 inch from level; 1/8 inch from plumb.

C. Siding and Roofing: 1/8 inch from indicated position.

END OF SECTION

FOR REFERENCE ONLY

SECTION 15050

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The drawings and general provisions of the Contract Documents apply to this Section.

1.2 SUMMARY

A. This Sections includes the following:
1. Piping materials and installation instructions common to most piping systems.
2. Transition fittings.
3. Dielectric fittings.
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. Equipment installation requirements common to equipment sections.
9. Painting and finishing.
10. Concrete bases.
11. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations with unheated shelters.

F. The following are industry abbreviations for plastic materials.
1. ABS: Acrylonitrile-butadiene-styrene plastic.
2. CPVC: Chlorinated polyvinyl chloride plastic.
3. PE: Polyethylene plastic.
4. PVC: Polyvinyl chloride plastic.

FOR REFERENCE ONLY

1.4 SUBMITTALS

A. Product Data: For the following:
1. Dielectric fittings.
2. Mechanical sleeve seals.
3. Escutcheons.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Quality processes and operators according to AWS D1.1, "Structural Welding Code—Steel."

B. Electrical Characteristics for Mechanical Equipment: Equipment with differential electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. Minimum energy ratings or efficiencies shall comply with contract requirements. Electrical modifications shall be at the contractor's expense.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture. Store piping on wood pallets or blocks to keep piping off the ground. Plastic pipe shall be covered with opaque materials to protect it from direct sunlight, and shall be supported to prevent sagging and bending.

B. Fittings and other devices shall be stored off the ground and protected from the weather.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.

B. Where chases are not provided install piping within wall construction. Install piping and insulation during wall construction.

C. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

D. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."

1.8 INTENT OF PLANS AND SPECIFICATIONS

A. Drawings illustrate general character and extent of work and are subject to modifications as found necessary or advisable either before or during prosecution of work. The Contractor shall conform to and abide by supplementary plans and explanations furnished by the Architect.

FOR REFERENCE ONLY

B. Work being performed under this division shall refer to Civil, Architectural, Structural, and Electrical Drawings and Specifications for general construction of the building, for floor and ceiling heights, location of walls, partitions, beams, services, panels, conduits, etc., and shall be guided accordingly for installing all materials and equipment. Drawings shall not, under any circumstances, be sealed for location of equipment.

C. Indicated locations and arrangements were used to size pipe, fans, pumps, expansion tanks and other devices. Install piping as indicated unless the Architect approves deviations. Additional fittings and offsets not shown on the drawings are expected and anticipated by the design. If Z shaped duct fittings are required and not shown notify the Architect. Changes in pipe and duct sizes shall be made only with written approval from the Architect.

PART 2 PRODUCTS – Products

2.1 MANUFACTURERS

A. Refer to specification section "Product Requirements".

2.2 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 15 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and fittings.

2.3 JOINING MATERIALS

A. Refer to individual Division 15 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
   2. AWW C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated, and full-face or ring type, unless otherwise indicated.

C. Solder Filler Metals: ASTM B 32, lead-free (95% Tin, 5% Antimony) alloy. Include water-flushable flux according to ASTM B 813.

D. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

FOR REFERENCE ONLY

E. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

F. Solvent Cements for Joining Plastic Piping:
1. ABS Piping: ASTM D 2235
2. CPVC Piping: ASTM F 493
3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
4. PVC to ABS Piping Transition: ASTM D 3138.

2.4 MECHANICAL GROOVED JOINT COUPLINGS

A. Manufacturer: Victaulic

B. Description: Pipe joint consisting of a grooved pipe, EPDM gasket, steel housing, 2 bolts and 2 nuts.

C. Gasket Material: Grade "E" EPDM suitable for use up to 250 degrees F.

D. Housing: Carbon steel

2.5 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulations Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180° F.

D. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
1. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.

E. Dielectric Couplings: Galvanized-steel coupling with inert and non-corrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225° F.

F. Dielectric Nipples: Electroplated steel nipple with inert and non-corrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225°F.

2.6 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element, designed for field assembly, to fill annual space between pipe and sleeve.

FOR REFERENCE ONLY

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

Manufacturers:
a. _____ Corporation. Model: _____
b. _____ Company. Model: _____
c. _____ Incorporated. Model: _____
d. Or an Approved Equal.

2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Plastic or Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

B. Sleeves: The sleeve seal manufacturer shall furnish sleeves for use with mechanical sleeve seals. Sleeves shall be fabricated with water stop. Sleeves shall be cast iron as specified below. Plastic sleeves are acceptable where offered and recommended by the sleeve seal manufacturer and permitted by authorities having jurisdiction.

2.7 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

E. PVC Pipe: ASTM D 1785, Schedule 40. (Not permitted for use in fire rated penetrations or plenums)

2.8 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.

C. One-Piece, Cast-Brass Type: With setscrew.
1. Finish: Polished chrome-plated.

FOR REFERENCE ONLY

D. Split Casting, Cast-Brass Type: With concealed hinge and setscrew.
   1. Finish: Polished chrome-plated.

E. One-Piece, Floor-Plate Type: Cast-iron floor plate.

F. Split Casting, Floor-Plate Type: Cast brass with concealed hinge and setscrew.

2.9 GROUT

A. Description: ASTM C 1107, Grade B, non-shrink and nonmetallic, dry hydraulic-cement grout.
   1. Characteristics: Post-hardening, volume-adjusting, non-staining, non-corrosive, nongaseous, and recommended for interior and exterior applications.
   2. Design Mix: 5000-psi, 28-day compressive strength.
   3. Packaging: Premixed and factor packaged.

PART 3 EXECUTION – EXECUTION

3.1 PIPING SYSTEMS – COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 15 Sections specifying piping systems.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping to permit valve servicing.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install piping to allow application of insulation and vapor barrier.

J. Select system components with pressure rating equal to or greater than system operating pressure.

K. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:

FOR REFERENCE ONLY

1. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
2. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
3. Insulated Piping: One-piece, stamped-steel type with spring clips.
4. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
5. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece or split-casting, cast-brass type with polished chrome-plated finish.
6. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with rough-brass finish.
7. Bare Piping in Equipment Rooms: One-piece, cast-brass type.
8. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

L. Sleeves are not required for core-drilled holes.

M. Permanent sleeves are not required for holes formed by removable PE sleeves.

N. Install sleeves for pipes passing through concrete and masonry walls, and concrete floor and roof slabs. For rated partitions provide required penetration systems.
1. Cut sleeves to length for mounting flush with both surfaces.
   a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
2. Install sleeves in walls and slabs as they are constructed.
3. Install sleeves that are large enough to provide 1/4” annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
   a. Steel Pipe Sleeves: For pipes smaller than 6”.
   b. Steel Sheet Sleeves: For pipes 6” and larger.
   c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2” above finished floor level. Refer to Division 7 Section “Flashing, Sheet Metal and Roofing Accessories” for flashing.
      1) Seal space outside of sleeve fittings with grout.
4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section “Joint Sealants” for materials and installation.

O. Aboveground and Below Ground Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size in accordance with mechanical sleeve seal requirements.
1. Install steel pipe for sleeves above grade and smaller than 6” in diameter.
2. Install cast-iron “wall pipes” for all sleeves below grade, and above grade for sleeves 6” and larger in diameter.

FOR REFERENCE ONLY

3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

P. Verify final equipment locations for roughing-in.

Q. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 15 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe to be welded. Groove piping for mechanical joints.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Grooved Joints: Lubricate seal and install coupling in accordance with manufacturer's requirements.

J. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

FOR REFERENCE ONLY

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Non-pressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Non-pressure Transition Fittings: Join according to ASTM D 3138 Appendix.

K. Plastic Non-pressure Piping Gasketed Joints: Join according to ASTM D 3212.

L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
1. Plain-End Pipe and Fittings: Use butt fusion.
2. Plain-End Pipe and Socket Fittings: Use socket fusion.

3.3 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:
1. Install unions, in piping 2” and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping 2 1/2” and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Install dielectric unions and flanges to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION – COMMON REQUIREMENTS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are indicated.

B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

3.5 PAINTING

A Painting of mechanical systems, equipment, and components is specified in Division 9 Section “Paints”.

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factor finish.

FOR REFERENCE ONLY

3.6 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
   1. Construct concrete bases 6 inches larger in all directions than supported unit.
   2. Install dowel rods to connect concrete based to concrete floor. Unless otherwise indicated, install dowel rods 18-inch centers around the full perimeter of the base.
   3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
   4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   5. Install anchor bolts to elevations required for proper attachment to supported equipment.
   6. Install anchor bolts according to anchor bolt manufacturer's written instructions.
   7. Use 3000-psi, 28-day compressive strength concrete and reinforcement as specified in Division 3 Section "Cast-In-Place Concrete".

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 5 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

END OF SECTION

FOR REFERENCE ONLY

SECTION 15194

FUEL GAS PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The drawings and general provisions of the Contract Documents apply to this Section.

1.2 SUMMARY

A. This Section includes fuel gas piping, specialties, and accessories within the building.

B. Related Sections include the following:
1. Division 2 Section "Natural Gas Distribution" for natural gas service piping, specialties, and accessories outside the building.

1.3 SUBMITTALS

A. Product Data: For the following:
1. Division 2 Section "Natural Gas Distribution" for natural gas service piping, specialties, and accessories outside the building.

B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

C. Maintenance Data: For natural gas specialties and accessories to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. ANSI Standard: Comply with ANSI Z223.1, "National Fuel Gas Code."

B. Fuel Gas Piping: Listed and labeled as defined in 1996 IMC chapter 13, and shall be tested in accordance with NFPA-54-92 (per IMC 1996 1304.18)

C. FM Standard: Provide components listed in FM's "Fire Protection Approval Guide" if specified to be FM approved.

D. IAS Standard: Provide components listed in IAS's "Directory of A.G.A Certified Appliances and Accessories "if specified to be IAS listed.

E. UL Standard: Provide components listed in UL's "Gas and Oil Equipment Directory" if specifies to be UL listed.

FOR REFERENCE ONLY

PART 2 PRODUCTS

2.1 MANUFACTURERS

The following list of manufacturers shall be completed by the owner's architectural/ engineering firm. Jurisdictions should solicit at a minimum 3 vendors/manufacturers. The following is a template to help with the procurement process:

1. Manufacturers:
   1. _____ Corporation. Model: _____
   2. _____ Company. Model: _____
   3. _____ Incorporated. Model: _____
   4. Or an Approved Equal.

2.2 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.3 STEEL PIPE, FITTING, AND JOINING MATERIAL

A. Steel Pipe: ASTM A 53; Type E or S; Grade B; Schedule 40; black.
   1. Mallable-Iron Threaded Fittings: ASME B16.3, Class 150, standard, with threaded ends according to ASME B1.20.1.
   2. Unions: ASME B16.39, Class 150, mallable iron with brass-to-iron seat, grout joint, and threaded ends according to ASME B1.20.1.
   3. Cast-Iron Flanges and Flanged Fittings: ASME B16.1, Class 125..
   4. Steel Welding Fittings: ASME B16.9, wrought steel or ASME B16.11, forged steel.
   5. Steel Threaded Fittings: ASME B16.11, forged steel with threaded ends according to ASME B1.20.1.
   6. Joint Compound and Tape: Suitable for natural gas.
   7. Steel Flanges and Flanged Fittings: ASME B16.5.
   8. Gasket material: Thickness, material, and type suitable for natural gas.

2.4 PROTECTIVE COATING

A. Finish pipe and fittings with factory-applied, corrosion-resistant polyethylene coating for use in corrosive atmosphere.

2.5 SPECIALTY VALVES

A. General: Manual valves shall be in accordance with Division 15 "Valves".

B. Valves, NPS 2 and Smaller: Ball valves with threaded ends according to ASME B1.20.1 for pipe threads.

FOR REFERENCE ONLY

PART 3 EXECUTION

3.1 PREPARATION

A. Comply with ANSI Z223.1, "Prevention of Accidental Ignition" Paragraph.

3.2 PIPING APPLICATION

A. Flanges, unions, transition, and special fittings with pressure ratings same as or higher than system pressure rating may be used in applications below, unless otherwise indicated.

B. Above Ground Fuel Gas Piping:
1. Sizes up to 2":
a. Steel pipe, malleable-iron threaded fittings, and threaded joints.

C. Exterior Underground Fuel Gas Piping:
1. All sizes: Steel pipe, malleable-iron threaded fittings, and threaded joints.

3.3 PIPING INSTALLATION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation requirements.
B. use eccentric reducer fittings to make reductions in horizontal pipe sizes. Install fittings with level side down.
C. Install unions in pipes NPS 2 and smaller, adjacent to each valve and else as indicated. Unions are not required on flanged devices.

3.4 JOINT CONSTRUCTION

A. Drawings indicate general arrangement of fuel piping, fittings, and specialties.

3.5 FUELS QUALITY CONTROL

A. Drawings indicate general arrangement of fuel gas piping, fittings, and specialties.

3.6 FIELD QUALITY CONTROL

A. Inspect, test, and purge piping according to ANSI Z223.1, Part 4 "Inspection, Testing, and Purging," and requirements of authorities having jurisdiction.

B. Repair leaks and defects with new materials and retest system until satisfactory results are obtained.

C. Report test result promptly and in writing to Architect and authorities having jurisdiction.

FOR REFERENCE ONLY

D. Verify that specified piping tests are complete.

END OF SECTION

FOR REFERENCE ONLY

SECTION 16050

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The drawings and general provisions of the Contract Documents apply to this Section.

1.2 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.

1.3 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow:

1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."

D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

E. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

PART 2 PRODUCTS

2.1 CONCRETE BASES

A. Concrete Forms and Reinforcement Materials: As specified in Division 3 Section "Cast-in-Place Concrete."

FOR REFERENCE ONLY

B. Concrete: 3000-psi (20.7-MPa), 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete.

2.2 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

2.3 SUPPORTING DEVICES

A. Material: Cold-formed steel, with corrosion resistant coating acceptable to authorities having jurisdiction.

B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.

C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch diameter slotted holes at a maximum of 2 inches o.c., in webs.

D. Slotted Steel Channel Supports: Comply with Division 5 Section "Metal Fabrications" for slotted channel framing.
1. Channel Thickness: Selected to suit structural loading.
2. Fittings and Accessories: Products of the same manufacturer as channel supports.

E. Nonmetallic Channel and Angle 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 one surface.
1. Fittings and Accessories: Products of the same manufacturer as channels and angles.
2. Fittings and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.

F. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

G. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

H. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.

I. Expansion Anchors: Carbon-steel wedge or sleeve type. Plastic conical anchors are not allowed.

FOR REFERENCE ONLY

J. Toggle Bolts: All-steel springhead type.

K. Power-Driven Threaded Studs: Heat-treated steel.

PART 3 EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 FIRESTOPPING

A. Apply firestopping to raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section “through-Penetration Firestop System.”

3.3 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger, in both directions, than supported unit *and 4” thick*. Follow supported equipment manufacturer’s anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise noted.

3.4 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics involved.

3.5 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work, including the following:

FOR REFERENCE ONLY

1. Raceways.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Electrical identification.
5. Electricity-metering components.
6. Concrete bases.
7. Electrical demolition.
8. Cutting and patching for electrical construction.
9. Touchup painting.

3.6 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touchup paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
   1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
   2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
   3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
   4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.7 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.

B. Dry Locations: Steel Materials.

C. Support Clamps for PVC Raceways: Click-type clamp system.

D. Selection of Supports: Comply with manufacturer's written instructions.

E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

3.8 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and rise clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze-or bracket-type hangers.

FOR REFERENCE ONLY

D. Size supports for multiple raceway installations so capacity can be increased by 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheetmetal boxes directly from the building structure or by bar hangers. If bar hangers are used, attaché bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformer, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following, unless other fastening methods are indicated.
1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units. Plastic conical anchors are not allowed.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Steel expansion bolts.
5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
6. Steel: Welded threaded studs or spring-tension clamps on steel.
   a. Field Welding: Comply with AWS D1.1.
7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
8. Light Steel: Sheet-metal screws.
9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

FOR REFERENCE ONLY

3.9 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

FOR REFERENCE ONLY

SECTION 16442

PANELBOARDS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The drawings and general provisions of the Contract Documents apply to this Section.

1.2 SUMMARY

A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:
1. Lighting and appliance branch-circuit panelboards.
2. Distribution panelboards.

B. Related Sections include the following:
1. Division 16 Section "Fuses."

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. RFI: Radio-frequency interference.

D. RMS: Root mean square.

E. SPDT: Single pole, double throw.

1.4 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical, characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.
1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
a. Enclosure types and details for types other than NEMA 250, Type 1.
b. Bus configuration, current, and voltage ratings.
c. Short-circuit current rating of panelboards and overcurrent protective devices.
d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

FOR REFERENCE ONLY

C. Field Test Reports: Submit written test reports and include the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

D. Panelboard Schedules: For installation in panelboards, submit final versions after load balancing.

E. Maintenance Data: For panelboards and components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Contract Closeout," include the following:
   1. Manufacturer's written instruction for testing and adjusting overcurrent protective devices.
   2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

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 NEMA PB 1.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.7 EXTRA MATERIALS

A. Key: Six spares of each type of panelboard cabinet lock.

PART 2 PRODUCTS

2.1 FABRICATION AND FEATURES

A. Enclosures: Surface mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.

B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

FOR REFERENCE ONLY

C. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.

D. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.

E. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.

F. Bus: Hard-drawn copper, 98 percent conductivity.

G. Main and Neutral Lugs: Mechanical type suitable for use with conductor material.

H. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

I. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.

J. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.

K. Gutter Barrier: Arrange to isolate individual panel sections.

2.2 PANELBOARD SHORT-CIRCUIT RATING

A. Fully rated to interrupt symmetrical short-circuit current available terminals.

2.3 LOAD CENTERS

A. Are not allowed.

2.4 LIGHTING AND APPLICANCE BRANC-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISTRIBUTION PANELBOARDS

A. Doors: Front mounted, except omit in fused-switch panelboards; secured with vault-type latch with tumbler lock; keyed alike.

B. Main Overcurrent Protective Devices: Circuit breaker.

C. Branch overcurrent protective devices shall be one of the following:

FOR REFERENCE ONLY

1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
2. For Circuit Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers: plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.6 OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
   1. 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 250 A and larger.

B. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.
   1. Lugs: Mechanical style, suitable for number, size, trip ratings, and material of conductors.
   2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.

2.7 CONTROLLERS

A. Motor Controllers: NEMA ICS 2, Class A combination controller equipped for panelboard mounting and including the following accessories:
   1. Individual control-power transformers.
   2. Fuses for control-power transformers.
   3. Bimetallic-element overload relay.
   4. Melting-alloy overload relay.
   5. Indicating lights.
   6. Seal-in contact.
   7. Push buttons.
   8. Selector switches.

2.8 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Tools and miscellaneous items required for over current protective device test, inspection, maintenance, and operation.

B. Fungus Proofing: Permanent fungicidal treatment for panelboard interior, including overcurrent protective devices and other components.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install panelboards accessories according to NEMA PB1.1.

FOR REFERENCE ONLY

B. Mounting Heights; Top of trim 74 inches above finished floor, unless otherwise indicated.

C. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

D. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable. Directory shall indicate Owners actual space designations, not those space designations indicated in the Contract Documents.

E. Install filler plates in unused spaces.

F. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Electrical Identification."

B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.

B. 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.

3.4 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:
1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. 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.

FOR REFERENCE ONLY

C. Balance Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:
   1. Measure as directed during period of normal system loading.
   2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.
   3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
   4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.5 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION

FOR REFERENCE ONLY