

Brigham City Corporation

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## City Hall Generator Project

October 2021



Prepared by  
JONES & ASSOCIATES  
*Consulting Engineers*



PROJECT MANUAL  
for  
BRIGHAM CITY  
**CITY HALL GENERATOR PROJECT**



prepared by

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Consulting Engineers

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**Brigham City  
CITY HALL GENERATOR PROJECT**

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### CITY STANDARD SPECIFICATIONS

All provisions of the current adopted Public Works Standards, with all amendments and revisions, are made a part of the Technical Specifications by reference.

All provisions of the current adopted Power Department Standards, with all amendments and revisions, are made of the Technical Specifications by reference.

### 2017 MANUAL OF STANDARD SPECIFICATIONS (commonly known as APWA Specs)

Except for the General Conditions (Document 00 72 00), all provisions of the Manual of Standard Specifications, 2017 Edition, as published by the Utah LTAP Center, Utah State University, Logan, Utah, with all published amendments, are hereby made a part of the Technical Specifications by reference.

## PART 5 – DRAWINGS

Brigham City City Hall Generator Project



**Brigham City, UT  
City Hall Generator Project**

**DOCUMENT 00 11 13  
ADVERTISEMENT FOR BIDS**

Emailed bids for the construction of the Brigham City City Hall Generator Project will be received by Brigham City Corporation, **strictly through email** sent to: Jones and Associates Office Manager (**emily@jonescivil.com**) before the bid opening date and time. Bids will be received until **2:00 p.m. local time on October 19, 2021**. Results of the bid opening will be emailed to all bidders. The Project consists of furnishing and installing a 250 kW diesel powered back up electrical power generator together with associated building modifications.

Bids shall be on a unit price basis, as indicated in the Bid Form. All documents listed in paragraph 7.01 of the Bid Form must be emailed. Scanned copies or digital copies of each document are acceptable. Digital photographs will not be accepted.

A pre-bid conference will be held on October 7, 2021 at 11:00 a.m. at the Brigham City offices located at 20 North Main, Brigham City, Utah.

The Issuing Office for the Bidding Documents is: Jones & Associates Consulting Engineers, 6080 Fashion Point Drive, South Ogden, Utah, (801) 476-9767. Questions related to the Bidding Documents are to be submitted in writing to Kent L. Jones, P.E. ([kanddjones1@gmail.com](mailto:kanddjones1@gmail.com)) no later than 72 hours in advance of the bid opening.

Bidding Documents may be viewed and purchased online at [www.jonescivil.com](http://www.jonescivil.com). Following registration and payment of \$20.00, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files.

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

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interests of the Owner.

Owner: Brigham City Corporation  
By: Christina Boss  
Title: City Recorder  
Date: September 24, 2021

Publish On: September 29, 2021  
October 6, 2021

**DOCUMENT 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

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

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

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

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work:

A. Bidder shall submit with its Bid those items listed in Paragraph 7.01 of the Bid Form; and

B. After submitting its Bid and within fourteen (14) days of Owner's request, Bidder shall submit those items listed in Paragraph 7.02 of the Bid Form.

When providing Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.



#### 4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

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

#### 4.05 *Other Work at the Site*

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

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-bid conference will be held on October 12, 2021 at 11:00 a.m. at the Brigham City offices located at 20 North Main, Brigham City, Utah.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing no later than 72 hours in advance of the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only

questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

#### **ARTICLE 9 – CONTRACT TIMES**

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

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 72 hours prior to the date for receipt of Bids. Each such

request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors performing greater than 5% of the work (cost-based), as well any material suppliers, pipe and appurtenance suppliers, asphalt suppliers, concrete suppliers, and other suppliers as requested by Owner or Engineer.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink, and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 *Base Bid with Alternates***

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

#### 14.02 *Sectional Bids*

- A. Bidders may submit a Bid on a unit price basis for any individual section or any combination of sections, as set forth in the Bid Form. When submitting a Bid for a section, a unit price shall be specified for each item of Work in that section.
- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

#### 14.03 *Unit Price*

- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- B. 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.

#### 14.04 *Allowances*

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

### **ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and via email to [emily@jonescivil.com](mailto:emily@jonescivil.com) with the following subject line: **BID ENCLOSED: CITY HALL GENERATOR PROJECT**. The email must include the name and address of Bidder, a completed Bid Form (Document 00 41 23), a scanned copy of the Bid Security, and other required documents as listed in 7.01 of the Bid Form. Scanned copies or digital copies of each document are acceptable. Photographs will not be accepted. It is the responsibility of the Bidder to verify receipt of the Bid.

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

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be received by email as indicated in the advertisement or invitation to bid. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids



- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. When unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - C. *Base Bid with Alternates*
    - 1. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - D. *Sectional Bids*
    - 1. For determination of the apparent low Bidder(s), Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance

documentation required to be delivered by the Contract Documents) to Owner. Within ten (10) days thereafter, Owner shall deliver one (1) fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF INSTRUCTIONS TO BIDDERS

**DOCUMENT 00 41 23  
BID FORM**

**CITY HALL GENERATOR PROJECT**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted via email to [emily@jonescivil.com](mailto:emily@jonescivil.com), receiving it on behalf of:

***Brigham City  
20 North Main Street  
PO BOX 1005  
Brigham City, UT 84302***

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for

the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

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

**BIDDING SCHEDULE  
BRIGHAM CITY  
CITY HALL GENERATOR PROJECT**

CONTRACTOR: \_\_\_\_\_

	<b>Bid Item Description</b>	<b>Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Amount</b>
1	Mobilization	Job	LS	_____	_____
2	Saw Cut Asphalt	165	lf	_____	_____
3	Remove and dispose of existing asphalt pavement to subgrade (approx. 12 inch depth)	660	sf	_____	_____
4	Remove and Salvage 60 kW Generator	Job	LS	_____	_____
5	Remove and Salvage Electrical Transformer	Job	LS	_____	_____
6	Remove Existing Roof, Walls, and Footings	Job	LS	_____	_____
7	Remove and Cap Existing Natural Gas Meter Service	Job	LS	_____	_____
8	Remove and Dispose of Exterior Metal Fencing and Gates	Job	LS	_____	_____
9	Remove and Relocate City Mailbox Structure Complete with Bollards	Job	LS	_____	_____
10	Remove and Dispose of Louvered Ventilation Equipment	Job	LS	_____	_____
11	Remove and Dispose of Concrete Flatwork and Underlying Materials	1,700	sf	_____	_____
12	Remove and Dispose of Concrete Steps to the Police Office Door	Job	LS	_____	_____
13	Relocate and Modify Existing Sprinkler Irrigation System to Accommodate New Construction	Job	LS	_____	_____
14	Construction Safety Fencing	220	lf	_____	_____
15	Construct New Generator Concrete Pad <i>(Complete with 4" UTBC gravel foundation— See Sheet S1)</i>	Job	LS	_____	_____

16	Construct New Transformer Pad <i>(Complete with 4" UTBC Gravel Foundation – See Sheet S2)</i>	Job	LS	_____	_____
17	Furnish and install "Kohler" Model 250 REOZJE Diesel Powered Generator Complete with ATS or City Approved Equal	Job	LS	_____	_____
18	Install City-Furnished 300 kVA Transformer	Job	LS	_____	_____
19	Construct New Exterior Walls and Roofing	Job	LS	_____	_____
20	Temporary Generator	Job	LS	_____	_____
21	Electrical Elements for Service Panel	Job	LS	_____	_____
22	4" Concrete flatwork over 4" UTBC gravel	1,500	sf	_____	_____
23	Asphalt Paving in Parking Lot Area – 3" AC over 8" UTBC	660	sf	_____	_____
24	Construct New Concrete Steps to the Police Office	Job	LS	_____	_____

**TOTAL BID (Items 1-24 ) \$ \_\_\_\_\_**

Bidder acknowledges that (1) each Bid Item Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) quantities of various construction items are as shown and specified on the project drawings.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the following date proposed by the Contractor:

**Proposed Project Completion Date:** \_\_\_\_\_

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

- A. Required Bid security;
- B. List of Proposed Subcontractors (see Document 00 43 36 for form);

- C. Copy of current business license;
- D. Copy of current Utah contractor's license; and
- E. E-Verify Form

7.02 The following documents shall be submitted upon request and made a condition of this Bid:

- A. List of Proposed Suppliers;
- B. List of Project References; and
- C. Required Bidder Qualification Statement with supporting data, upon request.

Standard forms will be provided.

#### **ARTICLE 8 – DEFINED TERMS**

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

[CONTINUED ON NEXT PAGE]



**ARTICLE 9 – BID SUBMITTAL**

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

By: \_\_\_\_\_  
*[Signature]*

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

Attest: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

END OF BID FORM

**DOCUMENT 00 43 13**  
**BID BOND**

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

---

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

***Brigham City***  
***20 North Main Street***  
***Brigham City, UT 84302***

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

---

(Words)

(Figures)

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

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
2. This obligation shall be null and void if:

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

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.  
Prepared by the Engineers Joint Contract Documents Committee.

**SECTION 00 43 36**  
**LIST OF PROPOSED SUBCONTRACTORS**

<b>Subcontractor Company Name and Contact Person</b>	<b>Type of Work to be Performed</b>	<b>Estimated Percentage of Work</b>

**Additional information to be provided upon Owner's request.**

Private Employer Affidavit of Compliance Pursuant To Utah Code 63G-12-302

By executing this affidavit, the undersigned private employer verifies its compliance with Utah Code 63G-12-302, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or other authorized Status Verification System, in accordance with the applicable provisions and deadlines established in Utah Code. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Name of Private Employer on File with E-Verify

I hereby declare under penalty of perjury that the foregoing is true and correct. I also acknowledge that the company will indemnify Brigham City from all fines, penalties, and costs associated with the company's non-compliance with Utah Code 63G-12-302.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

STATE OF UTAH                    )  
  :SS  
County of \_\_\_\_\_ )

On \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, personally appeared before me

\_\_\_\_\_ the signer of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

Contracting Requirements

---

**Part 2**

---

**DOCUMENT 00 51 00**  
**NOTICE OF AWARD**

---

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

Owner: Brigham City

Project: City Hall Generator Project

Engineer: Jones &amp; Associates

Bidder:

Bidder Address:

---

**TO BIDDER:**

You are hereby notified that Owner has accepted your Bid dated October 19, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: *Bid Schedule Items 1-24*.

The Contract Price of the awarded Contract is: \$

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

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

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

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

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

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

---

Owner: Brigham City

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

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

Copy: Engineer

EJCDC® C-510 (Rev. 1), Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



**DOCUMENT 00 52 00**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Brigham City ("Owner") and \_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Brigham City Hall Generator Project.**

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Furnishing and installing a 250kW diesel powered generator, installing a City furnished 300 kVA transformer, providing temporary mobile 150 kW generator power, furnishing and installing a new 1200 amp electrical panel system and associated and related building modifications.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Jones & Associates Consulting Engineers.

3.02 The Owner has retained Jones & Associates Consulting Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

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

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before the dates shown in this section, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of each Substantial Completion.

**Completion of work :** \_\_\_\_\_

### Liquidated Damages

1. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - a. Substantial Completion: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$ 500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  - c. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.03 CONTRACT PRICE

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  1. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### 4.04 PAYMENT PROCEDURES

- A. Submittal and Processing of Payments
  1. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Progress Payments; Retainage
  1. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

2. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

#### 4.05 Final Payment

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

### ARTICLE 5 – NOT USED

### ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions (pages 1 to 73, inclusive).
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: Brigham City Hall Generator Project.
  - 8. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

- c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 8 – MISCELLANEOUS

### 8.01 Terms

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

### 8.02 Assignment of Contract

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

### 8.03 Successors and Assigns

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

### 8.04 Severability

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

### 8.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.06 Other Provisions

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

*[continued on next page]*

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

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

OWNER: BRIGHAM CITY

CONTRACTOR: Award Contractor

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

***Brigham City***

***20 North Main Street***

***Brigham City, UT 84302***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

**DOCUMENT 00 55 00  
NOTICE TO PROCEED**

Project: City Hall Generator Project

Effective Date:

Owner: Brigham City

Engineer: Jones & Associates

Contractor:

**TO CONTRACTOR:**

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

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion \_\_\_\_\_, and the date of readiness for final payment is [substantial completion + 30 days].

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

*[Note any access limitations, security procedures, or other restrictions (e.g. NOI, bldg permit, TCP)]*

---

Owner: Brigham City

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

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

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

Copy: Engineer

EJCDC® C-550, Notice to Proceed.  
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



DOCUMENT 00 61 13.13
PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

Brigham City
20 North Main Street
Brigham City, UT 84302

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal) Contractor's Name and Corporate Seal

(seal) Surety's Name and Corporate Seal

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in occurs first. If the provisions of this paragraph are void or excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever

prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

EJCDC® C-610, Performance Bond

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DOCUMENT 00 61 13.16
PAYMENT BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

Brigham City
20 North Main Street
Brigham City, UT 84302

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: [ ] None [ ] See Paragraph 18

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

SURETY

CONTRACTOR AS PRINCIPAL

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

By: Signature Signature (attach power of attorney)

Print Name Print Name

Title Title

Attest: Signature Signature

Title Title

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

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

promptly and at the Surety's expense take the following actions:

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and

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

- 8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

EJCDC® C-615, Payment Bond

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**DOCUMENT 00 62 16  
CERTIFICATE OF INSURANCE**

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**PART 1 GENERAL**

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**1.1 PROCEDURE**

- A. For filing purposes, add Certificate of Insurance to the Contract Documents following this page.

END OF DOCUMENT



**Contractor's Application for Payment No.**

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

**Application For Payment  
Change Order Summary**

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

- 1. ORIGINAL CONTRACT PRICE..... \$ \_\_\_\_\_
- 2. Net change by Change Orders..... \$ \_\_\_\_\_
- 3. Current Contract Price (Line 1 ± 2)..... \$ \_\_\_\_\_
- 4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ \_\_\_\_\_
- 5. RETAINAGE:
  - a. X \_\_\_\_\_ Work Completed..... \$ \_\_\_\_\_
  - b. X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \_\_\_\_\_
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \_\_\_\_\_
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).... \$ \_\_\_\_\_
- 8. AMOUNT DUE THIS APPLICATION..... \$ \_\_\_\_\_
- 9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ \_\_\_\_\_

**Contractor's Certification**

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

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

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

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

---

**Contractor Signature**

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

Payment of \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)







**DOCUMENT 00 63 36  
FIELD ORDER**

**Field Order No.** \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Brigham City

Contractor:

Engineer: Jones & Associates

Project: City Hall Generator Project

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

\_\_\_\_\_  
Specification(s)

\_\_\_\_\_  
Drawing(s) / Detail(s)

Description:

Attachments:

**ISSUED:**

**RECEIVED:**

By:

By:

\_\_\_\_\_  
Engineer (Authorized Signature)

\_\_\_\_\_  
Contractor (Authorized Signature)

Title:

Title:

Date:

Date:

Copy to: Owner

DOCUMENT 00 63 49  
WORK CHANGE DIRECTIVE

Work Change Directive No.

Date of Issuance: Effective Date:

Owner: Brigham City

Contractor:

Engineer: Jones & Associates

Project: City Hall Generator Project

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized Signature)

Title:	Title:	Title:
Date:	Date:	Date:
Approved by Funding Agency (if applicable)		
By:	Date:	
Title:		

**DOCUMENT 00 63 63  
CHANGE ORDER**

**Change Order No.** \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Brigham City

Contractor:

Engineer: Jones & Associates

Project: City Hall Generator Project

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
<p>Original Contract Price:</p> <p>\$ _____</p>	<p><i>[note changes in Milestones if applicable]</i></p> <p>Original Contract Times:</p> <p>Substantial Completion: _____</p> <p>Ready for Final Payment: _____</p> <p style="text-align: right;">days or dates</p>
<p>[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</p> <p>\$ _____</p>	<p>[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</p> <p>Substantial Completion: _____</p> <p>Ready for Final Payment: _____</p> <p style="text-align: right;">days</p>
<p>Contract Price prior to this Change Order:</p> <p>\$ _____</p>	<p>Contract Times prior to this Change Order:</p> <p>Substantial Completion: _____</p> <p>Ready for Final Payment: _____</p> <p style="text-align: right;">days or dates</p>

[Increase] [Decrease] of this Change Order:  
  
\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
  
Substantial Completion: \_\_\_\_\_  
  
Ready for Final Payment: \_\_\_\_\_  
  
days or dates

Contract Price incorporating this Change Order:  
  
\$ \_\_\_\_\_

Contract Times with all approved Change Orders:  
  
Substantial Completion: \_\_\_\_\_  
  
Ready for Final Payment: \_\_\_\_\_  
  
days or dates

**RECOMMENDED:**  
By: \_\_\_\_\_  
          Engineer (if required)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED:**  
By: \_\_\_\_\_  
          Owner (Authorized  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**ACCEPTED:**  
By: \_\_\_\_\_  
          Contractor (Authorized  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**DOCUMENT 00 65 16  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: Brigham City

Contractor:

Engineer: Jones & Associates

Project: City Hall Generator Project

---

**This Certificate of Substantial Completion applies to all Work.**

---



---

**Date of Substantial Completion**

---

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

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

The following documents are attached to and made a part of this Certificate: Punch List, dated xx/xx/xxxx.

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



---

EXECUTED BY ENGINEER:

---

By:

\_\_\_\_\_  
(Authorized signature)

Title:

Date:

---

RECEIVED BY OWNER:

---

By:

\_\_\_\_\_  
Owner (Authorized Signature)

Title:

Date:

---

RECEIVED BY CONTRACTOR:

---

By:

\_\_\_\_\_  
Contractor (Authorized Signature)

Title:

Date:

**DOCUMENT 00 65 19.23  
NOTICE OF ACCEPTABILITY OF WORK**

---



---

PROJECT: City Hall Generator Project

OWNER: Brigham City

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Jones & Associates

NOTICE DATE:

---



---

To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by

Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

- 5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
  
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

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

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

Dated: \_\_\_\_\_

Conditions of the Contract

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**Part 3**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

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

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site.

If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility



contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

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

D. *Defective*:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

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

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

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

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

## 2.02 *Copies of Documents*

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

## 2.03 *Before Starting Construction*

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

## 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing

Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

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

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

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

### 3.02 *Reference Standards*

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

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

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

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

### 3.05 *Reuse of Documents*

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

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

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

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

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

#### 4.04 *Progress Schedule*

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

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

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not



unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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

### 5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

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

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

### 5.04 *Differing Subsurface or Physical Conditions*

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such

condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements

or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or

schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take

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

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

by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

## **ARTICLE 6 – BONDS AND INSURANCE**

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

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



## 6.02 Insurance—General Provisions

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

party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

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

### 6.03 Contractor's Insurance

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

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

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

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

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or

against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

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

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Supervision and Superintendence*

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

#### 7.02 *Labor; Working Hours*

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



### 7.03 *Services, Materials, and Equipment*

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

### 7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.

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

#### 7.05 *Substitutes*

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

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

the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

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

replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

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

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design,

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

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

#### 7.08 *Permits*

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

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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



#### 7.14 *Hazard Communication Programs*

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

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

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

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

7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

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

#### 7.18 *Indemnification*

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

survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

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

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

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

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

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

### **8.02 *Coordination***

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

2. an itemization of the specific matters to be covered by such authority and responsibility; and
  3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

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

arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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

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

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

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

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

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

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

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

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

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

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

### **9.06 *Insurance***

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



9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

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

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

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

#### 10.05 *Shop Drawings, Change Orders and Payments*

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

#### 10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

### 11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

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

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other

engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

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

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

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

#### 11.05 *Change of Contract Times*

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

#### 11.06 *Change Proposals*

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

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

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

#### 11.07 *Execution of Change Orders*

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

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

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

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

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



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

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

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

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation,

loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

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

### 13.03 Unit Price Work

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

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

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

### **14.01** *Access to Work*

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

### **14.02** *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs

incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

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

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

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

#### 14.03 *Defective Work*

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

installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

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

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

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

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

#### 14.07 *Owner May Correct Defective Work*

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



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

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

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design

professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or

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

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

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

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

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special

guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

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

#### 15.08 *Correction Period*

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



## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

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

### 16.02 *Owner May Terminate for Cause*

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

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

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

#### 16.03 *Owner May Terminate For Convenience*

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

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

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

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

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

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

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

## **ARTICLE 18 – MISCELLANEOUS**

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

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

#### 18.02 *Computation of Times*

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

#### 18.03 *Cumulative Remedies*

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

#### 18.04 *Limitation of Damages*

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

#### 18.05 *No Waiver*

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

#### 18.06 *Survival of Obligations*

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

#### 18.07 *Controlling Law*

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

#### 18.08 *Headings*

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

## DOCUMENT 00 73 00

## SUPPLEMENTARY CONDITIONS

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

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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**ARTICLE 2 – PRELIMINARY MATTERS***2.01 Delivery of Bonds and Evidence of Insurance*

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

**SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:**

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

2.02 Copies of Documents

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

Owner shall furnish to Contractor [1] copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

**Add the following new section following Section 3.05:**

*SC-3.06 Order of Precedence*

- A. The order of the Technical Specifications as listed in the Document 00 01 10 Table of Contents shall be deemed the order of precedence of such documents.

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

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

*5.06 Hazardous Environmental Conditions*

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

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

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.03 Contractor’s Insurance*

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

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

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

State:	Statutory
Federal, if applicable (e.g., Longshoreman’s):	Statutory
Employer’s Liability:	_____
Bodily injury/disease aggregate	\$ 1,000,000

2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000

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

Combined Single Limit of	\$ 1,000,000
<i>[or]</i>	
Bodily Injury:	
Each person	\$ 500,000
Each accident	\$ 1,000,000
Property Damage:	
Each accident	\$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

5. Not Used.

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: none

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:**

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as the difference between regular hourly rates and overtime hourly rates.

*SC-7.06 Concerning Subcontractors, Supplier, and Others***SC-7.06.A. Add the following sentence immediately after the second sentence:**

Contractor shall not subcontract for more than 50% of the contract price without express, written approval from Owner.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION***SC-10.03 Project Representative***SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
  1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  4. Liaison:
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.



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

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

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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

#### *SC-13.01 Cost of the Work*

#### **SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. Construction Equipment and Machinery:
  - 1) Rentals of all construction equipment and machinery, and the parts thereof, 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.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Rental Rate Blue Book For Construction Equipment (edition current at time of bid opening)*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

#### *SC-13.03 Unit Price Work*

#### **SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 50 percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

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

##### **SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

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

##### **SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.**

###### SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of an arbitration agency as agreed upon by the Parties, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and

Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

END OF DOCUMENT

**DOCUMENT 00 91 13  
ADDENDA**

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**PART 1 GENERAL**

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**1.1 PROCEDURE**

- A. For filing purposes, add Addenda to the Contract Documents following this page.

END OF DOCUMENT

Technical Specifications

**Part 4**

**SECTION 01 11 00  
SUMMARY OF WORK**

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**PART 1            GENERAL**

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**1.1      WORK COVERED BY CONTRACT DOCUMENTS**

Brigham City Hall Generator Project as shown on the Project construction drawings.

**1.2      WORK BY OTHERS**

The Brigham City Power Department will furnish the 300 kVA transformer. The Contractor shall coordinate with City Power regarding delivery of this transformer to the site.



**SECTION 01 11 01  
MEASUREMENT AND PAYMENT**

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**PART 1 GENERAL**

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**1.1 SCOPE**

- A. Payment for the various items of the Bid Schedule, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of Owner and public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. Contractor shall provide a breakdown of all lump sum bid items into the individual line items relating to the lump sum task, as specified by Engineer, prior to Notice to Proceed.
- C. No additional payment will be made for rock excavation.

**1.2 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

**1.3 AUTHORITY**

- A. Engineer will take all measurements and compute quantities accordingly.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

**1.4 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements indicated in the Contract Documents are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contained within the Bid Schedule.

**1.5 MEASUREMENT OF QUANTITIES**

- A. Measurement Devices By Weight:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.

- B. 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.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- G. Areas damaged or disturbed by Contractor as a result of Contractor's failure to confine work activities or protect existing improvements shall not be included in the measurement to be eligible for payment.
- H. Progress payments for lump sum items will be based on the percentage of Work complete.

#### 1.6 **PAYMENT**

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit, and all applicable taxes.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

#### 1.7 **INCIDENTAL WORK**

- A. No separate measurement or payment for incidental work.
- B. Incidental Work: Any work, materials or equipment that may be reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by Contractor at no additional cost to Owner whether or not specifically referenced.

#### 1.8 **DESCRIPTION OF BID ITEMS**

**Mobilization (Bid Item 1):** Measurement and payment for this item shall be on lump sum basis. Payment shall include all costs associated with mobilizing and demobilizing equipment and materials to and from the project site. Payment includes all costs associated with establishment of offices, buildings, all OSHA required safety measures, sanitation, and other facilities necessary for the Work, bonds, snow removal, dust control, fees, permits (not specified as paid for elsewhere), concrete washouts, SWPPP requirements, administrative services, construction notifications, identifying and marking of construction limits and all costs associated with the Work that are not included in other bid items.

Payment shall be as follows:

Percent of Original Contract Amount Completed	Percent of Mobilization to be Paid
5%	50%
25%	25%
70%	25%

**Saw Cut Asphalt (Bid Item 2):** Measurement and payment for saw cutting shall be on per linear foot basis as measured in the field during construction for anticipated maximum depth of 6-inches. Payment shall be full compensation for all mobilization, labor, equipment, materials, utility locating, protection and repair, water and cleanup following construction.

**Remove and Dispose of Existing Asphalt (Bid Item 3):** Measurement and payment for this item shall be on a per square foot basis as measured in the field for the quantity of existing asphalt pavement removed, approximate depth of 12-inches. Payment shall be full compensation to complete the item including labor, equipment, materials, excavation, and removal of the existing pavement, hauling and disposing of material in a lawful manner, and cleanup following the removal work.

**Remove and Salvage 60 kW Generator (Bid Item 4):** Measurement and payment for this item shall be on a lump sum basis to disconnect, remove, and salvage the existing 60 kW generator and deliver to the Brigham City Power Center (or other designated delivery point within the City as directed by the City). Payment shall be full compensation to complete the item including labor, equipment, loading and hauling, and cleanup following removal work.

**Remove and Salvage Power Transformer (Bid Item 5):** Measurement and payment for this item shall be on a lump sum basis to disconnect, remove, and salvage the existing transformer and deliver to the Brigham City Power Center (or other designated delivery point within the City as directed by the City). Payment shall be full compensation to complete the item, including labor, equipment, loading and hauling, and cleanup following removal work.

**Remove Existing Roof, Walls and Footings (Bid Item 6):** Measurement and payment for this item will be on a lump sum basis to remove the existing roof, walls, and footings as specified in the Demolition Plan. Payment shall be full compensation to complete the item including labor, equipment, tools, loading and hauling, disposal of materials in a lawful manner, and cleanup following removal work.

**Remove and Cap Existing Natural Gas Meter Service (Bid Item 7):** Measurement and payment for this item shall be on a lump sum basis to remove and cap the existing natural gas meter assembly in accordance with Dominion Energy specifications and requirements. Payment shall be full compensation to complete the item including labor, coordination with Dominion Energy and/or City, equipment, tools, materials, and cleanup following removal work.

**Remove and Dispose of Existing Exterior Metal Fencing and Gates (Bid Item 8):** Measurement and payment for this item shall be on a lump sum basis to remove and dispose of the existing exterior metal fencing and gates. Payment shall be full compensation to complete the item including labor, equipment, tools, materials, hauling and disposal in a lawful manner, and cleanup following the removal work.

**Remove and Relocate Existing City Mailbox Structure Complete with Bollards (Bid Item 9):** Measurement and payment for this item shall be on a lump sum basis to remove the existing mailbox structure and install in a new location, as specified by the City, complete with bollards. Payment shall be full compensation to complete the item including all labor, materials, tools, equipment, loading and hauling, cleanup of original site, and all other items required to render the mailbox and bollards complete and in place.

**Remove and Dispose of Louvered Ventilation Equipment (Bid Item 10):** Measurement and payment for this item shall be on a lump sum basis to remove and dispose of the existing louvered ventilation equipment complete. Payment shall be full compensation to complete the item including labor, materials, tools, equipment, loading and hauling, disposal in a lawful manner, and clean up following the removal work.

**Remove and Dispose of Concrete Flatwork and Underlying Materials (Bid Item 11):** Measurement and payment for this item shall be on a per square foot basis as measured in the field prior to removal for the quantity of existing flatwork removed to include concrete sidewalk, driveways, ADA ramps, etc. Payment shall be full compensation to complete the item including labor, equipment, materials, excavation, removal of concrete and under laying materials within the demolition area to subgrade elevation (approx. 12-inches deep), loading, hauling and disposal in a lawful manner, materials, coordination of work with City, and cleanup following the removal work.

**Remove and Dispose of Concrete Steps to the Police Office Door (Bid Item 12):** Measurement and payment for this item shall be on a lump sum basis to remove and dispose of the existing

concrete steps to the Police Office door complete. Payment shall be full compensation to complete the item including labor, equipment, materials, removal, loading, hauling and disposal of the concrete in lawful manner, coordination of work with Police Department, and cleanup following the removal work.

**Relocate and Modify the Existing Sprinkler Irrigation System to Accommodate New Construction (Bid Item 13):** Measurement and payment for this item shall be on a lump sum basis to relocate and modify the existing irrigation system to accommodate the new construction items. Payment shall be full compensation to complete the item including all labor, materials, tools, excavation, proper disconnection of piping, sprinkler heads, and appurtenances, connection of new piping, sprinkler heads, and appurtenances, repair or replacement of landscaping, testing of system, and all other work required to render the sprinkler system operational.

**Construction Safety Fencing (Bid Item 14):** Measurement and payment for the item shall be on a per lineal foot basis as measured in the field during construction to furnish and install a construction safety fence to protect the construction site throughout the duration of the Project. Payment shall be full compensation to complete the item including all labor, materials, tools, equipment, delivery and placement of fencing, monitoring of fencing throughout job to ensure remains safely in place – repairing repositioning as needed, removal and haul away of fencing, and cleanup following removal.

**Construct New Generator / Transformer Pad (Bid Items 15, 16):** Measurement and payment for these items shall be on a lump sum basis to construct the specified concrete pad as shown on the drawings for the proposed generator complete with a 4" compacted UTBC gravel foundation. Payment shall be full compensation to complete the items including all labor, materials, tools, equipment, expansion, contraction and construction joints, finishing, curing, restoration of any damaged surface improvements, and cleanup following construction. Concrete washouts are paid for as part of the Mobilization item.

**"Kohler" Model 250REOZIE Diesel Powered Generator Complete with ATS or City Approved Equal (Bid Item 17):** Measurement and payment for this item shall be on a lump sum basis to furnish and install the specified generator complete with ATS (or City approved equal). Payment shall be full compensation to complete the item including all labor, materials, equipment, tools, delivery, loading and unloading, connection, startup services, user manuals, and all other work required to render the generator complete and operational.

**Install City-Furnished 300 kVA Transformer (Bid Item 18):** Measurement and payment for this item shall be on a lump sum basis to install the specified City-furnished transformer complete. Payment shall be full compensation to complete the item including all labor, equipment, tools, materials, coordination with City Power Department, loading and hauling from City Power Shop

to the Project site, unloading, installation, and all other work required to render the transformer complete and operational.

**Construct New Exterior Walls and Roofing (Bid Item 19):** Measurement and payment for this item shall be on a lump sum basis to furnish and install the specified footings, foundation walls, exterior veneer walls, roof structure, windows, and doors as specified and shown on the Drawings. Payment shall be full compensation to complete the item including all labor, materials, tools, and equipment.

**Temporary Generator (Bid Item 20):** Measurement and payment of this item shall be on a lump sum basis to provide, maintain and operate a mobile 150 kW as specified in the Drawings and Specifications. The generator shall be used during electrical changeover. Payment shall be full compensation to complete the item including all labor, delivery, temporary connections, coordination with City Hall and Chamber of Commerce, disconnection, removal of temporary generator, monitoring and maintenance to ensure proper functioning throughout use, and all other work required to ensure City Hall and Chamber of Commerce operations can continue throughout construction of the Project.

**Electrical Elements for Service Panel (Bid Item 21):** Measurement and payment for this item shall be on a lump sum basis to furnish and install the new 1200 amp service panel and all associated electrical work as shown on the SKM Design Sheets. Payment shall be full compensation to complete the item including all labor, equipment, tools, materials, wiring, conduits, and all other related appurtenances.

**4" concrete Flatwork Over 4" UTBC Gravel (Bid Item 22):** Measurement and payment for this item shall be on a per square foot basis to furnish and install 4" concrete flatwork. Payment shall be full compensation to complete the item including labor, equipment, materials, 4" compacted UTBC gravel, expansion, contraction and construction joints, finishing, curing, restoration of any damaged surface improvements, and cleanup following construction. Concrete washouts are paid for as part of the Mobilization pay item.

**Asphalt Paving in Parking Lot Area – 3" AC over 8" UTBC (Bid Item 23):** Measurement and payment for this item shall be on a square foot basis to furnish and install asphalt pavement to the thicknesses specified in the Bid Schedule and shown in the Drawings. Payment shall be at the unit price bid amount and shall be full compensation for completing the work including mobilization, labor, equipment, materials, complete and total cleaning prior to placement of the materials, required tack along the edge of the existing asphalt being matched to (edge to be a clean, straight saw cut line – paid for under the saw cutting item), preparation of base material prior to placement of pavement, fine grading, grade control, forming crowns, providing a smooth transition through intersections, furnishing and installing the required thickness of bituminous pavement, rolling and compacting the pavement materials and all other items necessary to furnishing and installing the asphalt pavement complete.

**Construct New Concrete Steps to Police Office (Bid item 24):** Measurement and payment for this item shall be on a lump sum basis to construct new concrete steps to the police office complete. Payment shall be full compensation to complete the item including all labor, materials, equipment, grade controls, forming, expansion and construction joints, finishing, curing, concrete sealant where applicable, coordination with Police Department, cleanup following construction. Concrete washouts are paid for as part of the Mobilization item.

## SECTION 260000 – GENERAL ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. General requirements which apply to all electrical aspects of the work.

B. Related Sections

1. The Contract Documents are a single integrated document. As such, all Divisions and Sections are applicable. The Contractor and its Subcontractors are responsible to review all parts of the Contract Documents in order to provide a complete and coordinated project.

#### 1.2 REFERENCES

A. The installation and commissioning of the Electrical System shall conform to all applicable codes, regulations, standards and specifications, including, but not limited to those listed below. These publications are referenced to by designation but not by edition. The latest edition accepted by the Authority Having Jurisdiction in effect at the time of bid shall govern.

1. State and Local Codes and Authority Having Jurisdiction (AHJ)
2. National Electric Code (NEC).
3. National Fire Protection Association (NFPA)
4. Institute of Electrical and Electronic Engineers (IEEE)
5. American National Standards Institute (ANSI)
6. American Society for Testing and Materials (ASTM)
7. Insulated Cable Engineers Association (ICEA)
8. National Electrical Manufacturers Association (NEMA)
9. Federal Occupational Safety and Health Act (OSHA)
10. Underwriters Laboratories, Inc. (UL)
11. International Society of Automation (ISA)

#### 1.3 DEFINITIONS

A. Refer to the Contract Drawings sheet E001 for a list of abbreviations associated with the Electrical System. In addition, the following definitions are used in this section:

1. AHJ – Authority Having Jurisdiction
2. I&C – Instrumentation and Controls
3. IS – Instrumentation Supplier
4. NEC – National Electric Code
5. VFD – Variable Frequency Drive
6. UL - Underwriters Laboratories, Inc.



## 1.4 ELECTRICAL SYSTEMS REQUIREMENTS

- A. The Work is to provide all labor and materials necessary for erecting a complete and operational Electrical System, tested and ready for continuous use as described by the Contract Documents. The Electrical System shall be constructed in accordance with the Contract Documents, and Federal, State, and Local codes and regulations. In addition, the Work shall adhere to the following general provisions:
1. The Electrical Contractor shall obtain all necessary permits required by the AHJ. In addition, the Electrical Contractor shall ensure that all inspections required by the AHJ are coordinated, conducted and documented.
  2. All work shall be completed in a neat, workmanlike manner in accordance with the latest NEC standards of installation under competent supervision.
  3. The Electrical Contractor shall visit the job site prior to bidding to become familiar with existing conditions and other factors, which may affect the execution of the work. Include all related costs in the initial bid proposal.
  4. Coordinate work with the utilities providing services on this project. This may include but is not limited to the electric utility, telephone utility, cable TV/Internet utility. All electrical work associated with utilities shall be provided and installed per the utility requirements.
  5. All materials shall be new and of the best quality, manufactured in accordance with the requirements listed in part 1.2 of this section. The Contractor shall furnish and install the parts and pieces necessary to the installation of equipment, in accordance with the best practice of the trade, and in conformance with the requirements of these Contract Documents.
  6. Protect all electrical material and equipment that is being stored or has been installed against damage by other trades, weather conditions, or any other preventable causes. Equipment damaged during shipping, storage or construction, prior to acceptance by the engineer or the owner, will be rejected as defective.
  7. Leave the site clean. Remove all debris, empty cartons, tools, conduit, wire scraps and all miscellaneous spare equipment and materials used in the work during construction. All components shall be free of dust, grit and foreign materials, left as new before final acceptance of work. Damaged paint and finishes shall be touched up or repainted with matching color paint and finish.
  8. Electrical equipment shall be capable of operating successfully at full-rated load, without failure, at an ambient air temperature of 40 degrees C, and specifically rated for the altitude indicated on the Plans. Electrical equipment not rated for operation at that temperature shall be provided with air conditioning to meet the manufacturers' operating temperature.
  9. If any contradictions, contrasts, non-homogeneity, or inconsistency appears, the strictest criteria noted and the collective requirements in any and all of the Contract Documents shall apply.
  10. The Electrical Contractor shall perform necessary saw cutting, core drilling, excavating, removal, shoring, backfilling, and other work required for the proper installation of

conduits, whether inside, or outside of the buildings and structures. The Electrical Contractor shall repair and patch where demolition has taken place in a manner to match existing original structure.

- B. Oversee and coordinate with all equipment and services being provided by the Contractor but outside of the Electrical Contractor's scope.
  - 1. Inform all vendors and suppliers providing equipment related to the Electrical System the requirements of Division 26.
  - 2. The Owner is not responsible for any additional costs incurred by requiring vendors and/or subcontractors to meet the requirements of Division 26.
  - 3. If a vendor or supplier is unable to meet the requirements of Division 26, the Contractor may submit in writing to the Engineer the reasons for non-compliance. The Engineer will then evaluate the reasons and determine whether a solution may be determined or if a different vendor or supplier is required.
- C. Prepare Electrical System Submittals as required by Division 26 and Section 013300.
- D. Oversee the installation of the Electrical System.
- E. Maintain record drawings.
  - 1. Maintain on the construction site a set of the Electrical Drawings that shall be continuously marked up during construction.
    - a. The drawings should be updated at least weekly and will be checked monthly by the Owner's representative.
    - b. Upon completion of startup, submit the marked-up drawings to the Engineer for review and for drafting.
- F. Prepare O&M manuals.
  - 1. Provide O&M manuals in accordance with Section 017823.
- G. Provide training on electrical equipment that has been installed.

## 1.5 ACTION SUBMITTALS

- A. General
  - 1. Submittals for Division 26 shall meet the requirements of Section 013300 Contractor Submittals. In addition, the following requirements shall be met:
    - a. Submittals shall include bills of materials with quantities, makes, models, exact part numbers and descriptions.
    - b. Edit all submittals such that only pertinent information is submitted. Neatly cross out information that does not apply, options that are not being supplied, etc.
    - c. Show product dimensions, construction and installation details, wiring diagrams, and specifications.
    - d. If there are exceptions to the Contract Drawings and Specifications, provide a list of exceptions with detailed explanations for the exceptions. The Engineer will review

the list of exceptions and determine whether a solution may be determined or if the exception(s) will not be allowed.

2. Furnish submittals required by each Section within Division 26.
3. When submitting on equipment, use the equipment and instrumentation tags depicted in the Contract Drawings.

B. Recommended Spare Parts Submittal

1. Submit a list of spare parts for all of the equipment associated with the Electrical System. The list of spare parts shall include list pricing for each item.
2. Provide the name, address and phone number for each manufacturer and manufacturer's local sales representative.
3. Indicate whether or not the spare parts are being provided under this contract or not.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.7 QUALITY ASSURANCE

- A. All equipment supplied for this project shall meet the requirements of the NEC and shall be listed by and bearing the label of the UL.
- B. The Electrical Contractor shall be a company that has been actively involved in the installation and commissioning of Electrical Systems for a minimum period of five years.
- C. The Electrical Contractor shall have adequate facilities, manpower and technical expertise to perform the Work associated with the Electrical System and as outlined by the Contract Documents.
- D. The Electrical Contractor shall have similar project experience of at least four successfully completed projects for a similar wastewater system. The Electrical Contractor company must have performed similar work for these projects as required herein.

PART 2 - PRODUCTS

2.1 MATERIALS AND METHODS

- A. Materials, equipment, and parts comprising any unit, or part thereof, specified or indicated on the Plans, shall be new and unused, of current manufacture, and of highest grade consistent with the state of the art. Damaged or dirty materials, equipment, and parts are not considered to be new and unused and will not be accepted.
- B. Field verification of scale dimensions on Plans is directed, since actual locations, distances, and levels will be governed by actual field conditions. The Contractor shall also review architectural, structural, yard, mechanical, and other Plans, and the accepted electrical and mechanical shop drawings, and shall adjust their work to conform to the conditions indicated therein.

- C. The fabricator of major components, such as distribution panelboards, switchgear, and motor control centers, shall also be the manufacturer of the major devices therein. Where possible, the major components shall be manufactured and supplied by the same fabricator.

## 2.2 MANUFACTURERS

- A. All equipment provided for the Electrical System shall be the most recent field-proven models marketed by their manufacturers at the time of submittal of the Shop Drawings unless otherwise required to match existing equipment.
- B. Refer to various Division sections for individual equipment manufacturers. Indicated manufacturers are subject to strict compliance with the specifications and complete project documents. The reference to a particular manufacturer does not relieve the Electrical Contractor from conforming to the specified requirements.
- C. When providing like electrical components they shall be furnished by a single manufacturer and shall be consistent throughout the project. For example, a 20A 2-way light switch in one building should match a 20A 2-way light switch in another building in both make, model and features.

## 2.3 EQUIPMENT ASSEMBLIES

- A. Equipment assemblies, such as Service Entrance Sections, Switchgear, Switchboards, Control and Distribution Panels, and other custom fabricated electrical enclosures shall bear a UL label as a complete assembly. The UL label on the individual components making up the assembly will not be considered sufficient to meet the present requirement. Whenever a generic UL label does not apply for the assembly, a serialized UL label shall be affixed to the assembly, and the serial number shall be submitted with the assembly record shop drawings.
- B. Custom fabricated electrical control panels, and enclosures shall bear a serialized UL label affixed by a local inspector, and the serial number shall be submitted with the assembly record shop drawings.

## 2.4 OPERATING CONDITIONS

- A. The Electrical System shall be designed and constructed for satisfactory operation and long, low maintenance service under the following conditions:
  - 1. Environment: Sewer Lift Stations
  - 2. Temperature Extremes: -4°F to 110°F (Outdoors); 40°F to 104°F (Indoors).
  - 3. Relative Humidity: 20% to 90%, non-condensing.
- B. Indoor and outdoor electrical equipment shall be suitable for operation in the ambient conditions associated with the locations designated in the Contract Documents. Heating, cooling, and dehumidifying devices shall be provided in order to maintain electrical devices 20 percent within the minimums and maximums of their rated environmental operating ranges. The Contractor shall provide power wiring for these devices. Enclosures suitable for the environment shall be furnished. Electrical equipment in hazardous areas shall be suitable for and rated for use in the particular hazardous or classified location in which it is to be installed.

## 2.5 SEISMIC RESTRAINT

- A. The construction area is classified by the International Building Code (IBC) as Seismic Class C. The Code requires that not only the structures, but also major electrical components be designed and installed in a manner which will preclude damage during a seismic event. All electrical equipment shall be securely anchored and seismic braced in accordance with regulations contained in the most recent adopted edition of the IBC, and the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) "Guidelines for Seismic Restraints of Electrical Systems".
- B. Units mounted and secured directly to structure shall be provided with connectors of sufficient strength to meet the restraining criteria.
- C. All electrical equipment which is securely anchored (hard mounted) to the building or structure shall have supports designed to withstand lateral and vertical "G" loadings equal to or greater than IBC requirements and SMACNA guidelines.
- D. Shop drawings are required for all equipment anchors, supports and seismic restraints. Submittals shall include weights, dimensions, load/deflection data, center of gravity, standard connections, manufacturer's recommendations, and behavior problems (vibration, thermal, expansion, etc.) associated with equipment.

## PART 3 - EXECUTION

### 3.1 DELIVERY, STORAGE AND HANDLING

- A. After completion of shop assembly, factory test, and approval, equipment, cabinets, panels, and consoles shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust, and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. The equipment shall then be skid-mounted for final transport. Lifting rings shall be provided for moving without removing protective covering. Boxed weight shall be shown on shipping tags together with instructions for unloading, transporting, storing, and handling at the Site.
- B. Special instructions for proper field handling, storage, and installation required by the manufacturer shall be securely attached to each piece of equipment prior to packaging and shipment.
- C. Each component shall be tagged to identify its location, instrument tag number, and function in the system. A permanent stainless steel or other non-corrosive material tag firmly attached and permanently and indelibly marked with the instrument tag number, as given in the tabulation, shall be provided on each piece of equipment in the PCIS. Identification shall be prominently displayed on the outside of the package.
- D. Equipment shall not be stored outdoors. Equipment shall be stored in dry permanent shelters, including in-line equipment, and shall be adequately protected against mechanical injury. If any apparatus has been damaged, such damage shall be repaired by the Contractor. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through tests as directed by the Engineer. If such tests reveal defects, the equipment shall be replaced.

### 3.2 MANUFACTURER'S SERVICES

- A. Manufacturer's services shall be furnished for the following equipment:
  - 1. Vendor supplied equipment that contain programmable controllers, operator interfaces and/or instrumentation that requires site calibration.
  - 2. Electrical generation equipment

### 3.3 INSTALLATION

- A. The Electrical System indicated throughout the design is diagrammatic and therefore locations of equipment are approximate. The exact locations and routing of wiring and cables shall be governed by structural conditions and physical interferences and by the location of electrical terminations on equipment. Equipment shall be located and installed so that it will be readily accessible for operation and maintenance. Installation of systems and equipment is subject to clarification as indicated in reviewed shop drawings and field coordination. Where job conditions require reasonable changes in approximated locations and arrangements, or when the Owner exercises the right to require changes in location of equipment which do not impact material quantities or cause material rework, the Contractor shall make such changes without additional cost to the Owner.
- B. Discrepancies indicated on different Plans, between Plans and actual field conditions, or between Plans and Contract Documents shall be promptly brought to the attention of the Engineer for clarification, prior to purchasing and installing equipment.
- C. The alignment of equipment and conduit shall be adjusted to accommodate architectural changes, or to avoid work of other trades, without extra expense to the Owner.
- D. Items not specifically mentioned in these Contract Documents, or noted on the Plans, or indicated on reviewed shop drawings, but which are obviously necessary to make a complete working installation, shall be deemed to be included herein.
- E. The Electrical Contractor shall layout and install electrical work prior to placing floors and walls. Furnish and install sleeves and openings through floors and walls, required for installation of conduits. Sleeves shall be rigidly supported and suitably packed, or sealed, to prevent ingress of wet concrete. Spacers shall be installed in order to prevent conduit movement. Dimensions indicated for electrical equipment and their installation are restrictive dimensions.
- F. The Electrical Contractor shall furnish and install inserts and hangers required to support conduits and other electrical equipment. If the inserts, hangers, sleeves, or other mounting hardware are improperly placed, or installed, the Contractor shall do necessary work, at their own expense, to rectify the errors.
- G. The Electrical System is integrally connected to I&C, mechanical and structural systems. Coordinate with these other disciplines the installation of these related components.
- H. Electrical equipment shall be anchored by methods that comply with seismic requirements applicable to the Site.
- I. The Contract Documents show necessary conduit and instruments required to make a complete instrumentation system. The Contractor shall be responsible for providing any additional or

different type connections as required by the instruments and specific installation requirements. Such additions and such changes, including the proposed method of installation, shall be submitted to the Engineer for approval prior to commencing that Work. Such changes shall not be a basis of claims for extra Work or delay.

- J. Instrumentation, control panels, wiring and all other I&C equipment shall be properly tagged and/or labeled per the requirements of Section 260553.
- K. Installation of the I&C System shall be according to the finalized Loop Drawings

### 3.4 FACTORY ACCEPTANCE TESTING (FAT)

- A. The IS shall arrange for the manufacturers of the equipment and fabricators of panels and cabinets supplied under this Section to allow the Engineer and Owner to inspect and witness the testing of the equipment at the site of fabrication. Equipment shall include the cabinets, special control systems, and other pertinent systems and devices. A minimum of 10 days notification shall be furnished to the Engineer prior to testing. No shipments shall be made without the Engineer's approval.
- B. For each FAT, the IS shall develop and submit a FAT Plan and Procedure Document within 10 days of the FAT. The FAT Plan and Procedure shall as a minimum shall have the following:
  - 1. Descriptions of test methods to be performed during the FAT.
  - 2. FAT Schedule and Procedure
  - 3. FAT Checklists that allow for sign-off and comments for each test method and procedure.
- C. Control Panel Completion Test Methods: The following test methods should be performed during the FAT for each control panel:
  - 1. Completed Shop Drawings: Demonstrate that the control panel has been built according to the shop drawings and that the shop drawings are accurate.
  - 2. Panel Layout: Demonstrate that the control panel has been laid out as designed and as required by Division 40.
  - 3. Power Distribution: Demonstrate all power distribution circuits, including but not limited to AC power circuits, UPS operation, signals and circuits and DC circuits.
  - 4. Control Circuits: Demonstrate the correct installation of each control circuit. Using a signal generator or multi-meter, show the correct operation of each input, output, relay, barrier, buttons, switches, or any other control device. Demonstrate the proper functionality of any hard-wired interlocks that may be associated with each control circuit.
  - 5. Panel Networking/Communications: If any form of communications is associated with the control panel, verify the proper operation of each communication port and link.
- D. Control Loop Test Methods: In order to demonstrate that the control panel will provide its function as intended, provide the following control loop test methods. If programming for the control panel is provided by others, coordinate with the programmer to have all programming completed and tested prior to the FAT. If needed, coordinate to have the programmer present for the FAT.
  - 1. Alarm Functions: Verify and/or simulate each alarm condition associated with each control loop.
  - 2. Local Manual and Auto Functions: Verify and/or simulate each Local Manual and/or Auto function associated with each control loop.

3. SCADA Manual and Auto Functions: Verify and/or simulate each SCADA Manual and/or Auto function associated with each control loop.
  4. Control Loop Interlocks: Demonstrate the functionality of any software interlocks that may be associated with each control loop.
- E. If the FAT does not pass and needs to be repeated, the IS shall be responsible for additional per diem costs incurred by the Engineer and Owner.
- F. All changes and/or corrections made during the FAT shall be noted on the checklists.
- G. Following completion and approval of all FAT, provide the finalized checklists to the Engineer and as part of the equipment shop drawings.

### 3.5 FIELD QUALITY CONTROL

- A. Allow for inspections by the Engineer and/or Owner of the I&C System at any time during the construction. Inspections shall be conducted to verify that the installation is per the requirements of the Contract Documents.

### 3.6 CALIBRATION

- A. Devices provided under Division 40 shall be calibrated according to the manufacturer's recommended procedures to verify operational readiness and ability to meet the indicated functional and tolerance requirements.
- B. Each instrument shall be calibrated at 0, 25, 50, 75, and 100 percent of span using test instruments to simulate inputs. The test instruments shall have accuracies traceable to National Institute of Standards and Testing.
- C. Instruments that have been bench-calibrated shall be examined in the field to determine whether any of the calibrations are in need of adjustment. Such adjustments, if required, shall be made only after consultation with the Engineer.
- D. Instruments which were not bench-calibrated shall be calibrated in the field to ensure proper operation in accordance with the instrument loop diagrams or specification data sheets.
- E. Each analyzer system shall be calibrated and tested as a workable system after installation. Testing procedures shall be directed by the manufacturers' technical representatives. Samples and sample gases shall be furnished by the manufacturers.
- F. For each instrument calibration, provide a calibration sheet and update the corresponding TR20 Instrument Form with the new calibration data. The Calibration sheet shall include the following as a minimum:
1. Date of calibration
  2. Project Name.
  3. Tag Number.
  4. Manufacturer, model and serial number.
  5. Calibration data including range, input, output and measurement at each calibration point.
  6. Space for comments.



7. Space for sign-off by party performing calibration.
- G. A calibration and testing tag shall be attached to each piece of equipment or system at a location determined by the Engineer. The IS shall sign the tag when calibration is complete. The Engineer will sign the tag when the calibration and testing has been accepted.

### 3.7 LOOP TESTING

- A. Each control loop shall have been installed according to the finalized loop drawing. Prior to the commencement of loop testing, the following pre-requisites should have been met:
1. All associated equipment, conduit and wire has been permanently installed, terminated and inspected.
  2. All wiring has been properly pulled, terminated and labeled.
  3. Each wire has been tested with a point-to-point test.
  4. All control panels and electrical equipment have been checked out and tested as required by Division 26.
  5. All instrumentation has been appropriately installed and calibrated.
  6. Loop Test Forms for each loop to be tested have been created and will be available during the loop testing.
- B. Each loop test shall have a Loop Test Form prepared and ready prior to each loop test. The loop test form shall have the following:
1. Loop Number and Description
  2. Check-Off List with room for sign-off and dated by the IS, Programmer, and Owner's Witness as well as room for comments. The list of items to be checked off for each loop should include but is not limited to the following:
    - a. Each power distribution circuit.
    - b. Each control circuit.
    - c. Each alarm circuit.
    - d. Each PLC input/output point.
    - e. Each Local Manual, Local Auto, SCADA Manual & SCADA Auto function.
    - f. Each hard-wired and software interlock.
- C. Upon completion of the above pre-requisites for loop testing, the IS shall oversee and coordinate each loop test. The IS is responsible to be present for all loop testing, whether the equipment was supplied by the IS or not. The IS is responsible to have all responsible parties associated with each loop present. This includes but is not limited to manufacturer representatives, vendor technicians, electrical installers, mechanical installers, and programmer. The IS shall coordinate with the Owner and Engineer to allow for witnessing of loop testing as deemed necessary by the Owner and Engineer.
- D. Issues that arise during loop testing should be addressed and fixed immediately. If it is not feasible to immediately fix the issues, the loop testing should be re-scheduled as soon as possible to avoid delays. Any costs associated with re-testing and requiring all parties to return to the site shall in no way be incurred to the Owner.
- E. Following a successful loop test, the appropriate parties should sign and date the Loop Test Forms. All Forms shall be certified and submitted to the Engineer as part of the O&M Manuals.

- F. Following loop testing, in no way should any parts of the loop be modified. In no way shall any wiring be re-routed or re-terminated. If any such work occurs, all affected loops shall be re-tested at no expense to the Owner.

### 3.8 COMMISSIONING

- A. The IS shall oversee, coordinate and be present during all commissioning activities. The IS shall be responsible for obtaining the assistance of the Contractor and Subcontractors as may be required for commissioning activities.
- B. Commissioning shall commence after acceptance of wire test, calibration tests and loop tests, and inspections have demonstrated that the instrumentation and control system complies with Contract requirements. Pre-commissioning shall demonstrate proper operation of every system with process equipment operating over full operating ranges under conditions as closely resembling actual operating conditions as possible.
- C. Commissioning and test activities shall follow detailed test procedures and check lists accepted by the Engineer. Test data shall be acquired using equipment as required and shall be recorded on test forms accepted by the Engineer, which include calculated tolerance limits for each step. Completion of system commissioning and test activities shall be documented by a certified report, including test forms with test data entered, delivered to the Engineer with a clear and unequivocal statement that system commissioning and test requirements have been satisfied.
- D. Where feasible, system commissioning activities shall include the use of water to establish service conditions that simulate, to the greatest extent possible, normal final control element operating conditions in terms of applied process loads, operating ranges, and environmental conditions. Final control elements, control panels, and ancillary equipment shall be tested under startup and steady state operating conditions to verify that proper and stable control is achieved using motor control center and local field mounted control circuits. Hardwired and software control circuit interlocks and alarms shall be operational. The control of final control elements and ancillary equipment shall be tested using both manual and automatic (where provided) control circuits. The stable steady state operation of final control elements running under the control of field mounted automatic analog controllers or software-based controllers shall be assured by adjusting the controllers as required to eliminate oscillatory final control element operation. The transient stability of final control elements operating under the control of field mounted, and software-based automatic analog controllers shall be verified by applying control signal disturbances, monitoring the amplitude and decay rate of control parameter oscillations (if any), and making necessary controller adjustments as required to eliminate excessive oscillatory amplitudes and decay rates.
- E. Electronic control stations incorporating proportional, integral or differential control circuits shall be optimally tuned, experimentally, by applying control signal disturbances and adjusting the gain, reset, or rate settings as required to achieve a proper response. Measured final control element variable position/speed setpoint settings shall be compared to measured final control element position/speed values at 0, 25, 50, 75, and 100 percent of span and the results checked against indicated accuracy tolerances.

### 3.9 TRAINING

- A. Provide training in accordance with Section 260000.
- B. Develop a Training Plan for the training requirements of Division 40 and submit it to the Engineer for approval. Coordinate with the Engineer and Owner the time and locations of each training session. Schedule the trainings for after the equipment has been pre-commissioned.
- C. As part of the Training Plan, submit a résumé for each individual to be providing training. Training shall be performed by qualified representatives of the equipment manufacturers and shall be specific to each piece of equipment.
- D. Each training session shall include a written agenda.
- E. The Contractor shall train the Owner's personnel on the maintenance, calibration and repair of instruments provided.
- F. Within 10 days after the completion of each session, the Contractor shall submit the following:
  - 1. A list of Owner personnel who attended the training.
  - 2. A copy of the training materials used during the session with notes, diagrams and comments.

END OF SECTION 260000

## **SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control test reports.

#### **1.4 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

### **PART 2 - PRODUCTS**

#### **2.1 CONDUCTORS AND CABLES**

- A. All conductors, conductor insulation and multiconductor cables shall comply with NEMA WC 70.
- B. Wire sizes shall be American Wire Gauge (AWG) sizes with Class B stranded construction. Number 2 AWG and smaller shall be factory color coded with a separate color for each phase and neutral, which shall be used consistently throughout the system. Larger cables shall be coded by the use of colored tape. Conductors #6 AWG or smaller shall be THWN-2 or XHHW-2. Number 4 and larger shall be XHHW-2.
- C. Individual or multiple conductor cables for power, control, and alarm circuits of 480 volts or less shall be insulated for not less than 600V.

- D. Where wire size is not indicated, they shall be of the size required by the NEC, except that no wire external to panels and motor control centers shall be less than #12 AWG, unless specifically noted on the Plans. Control wires shall be allowed to be #14 so long as there is appropriate protection (fuse or circuit breaker sized at 15A or less).
- E. Multi-conductor tray cables shall be rated 600 volts, listed by UL as Type TC cable or ITC for instrumentation cable only per Article 340 of the NEC. The individual conductors shall be UL listed as Type XHHW, with a sunlight-resistant overall jacket. Conductor sizes shall be the same as for power and lighting wire and control wire above. Connectors/Terminators shall be watertight and manufactured of the same material as the cabling system referenced elsewhere in division 26.
- F. Multi-conductor tray cables to be installed in classified areas shall be armored, rated 600 volts, listed by UL as Type MC-HL cable per Article 340 of the NEC. The individual conductors shall be UL listed as Type XHHW, with a sunlight-resistant overall jacket. Conductor sizes shall be the same as for power and lighting wire and control wire above. Connectors/terminators shall be rated for classified areas and submitted upon accordingly.
- G. All wiring shall be as indicated on the Plans. Wires shall be new and shall be soft drawn copper with not less than 97 percent conductivity. The wire and cable shall have size, grade of insulation, voltage, and manufacturer's name permanently marked on the outer covering at not more than 2-foot intervals. All wires shall conform to the latest Standards of the ASTM, and ICEA, and shall be tested for their full length by these Standards. Insulation thickness shall be not less than that specified by the National Electrical Code.
- H. VFD Cable:
  - 1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
  - 2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.
  - 3. Comply with UL requirements for cables in direct burial or Classes I and II, Division 2 hazardous location applications.
- I. The following table describes the conductor color code that shall be followed:

	<b>120/208VAC</b>	<b>480VAC</b>	<b>12VDC</b>	<b>24VDC</b>	<b>24VAC</b>
Phase 1	Black	Brown			
Phase 2	Red	Orange			
Phase 3	Blue	Yellow			
Neutrals/Commons	White	White	Orange/White	Blue/White	Yellow/White
Ground	Green	Green	Green	Green	Green
Control	Red		Orange	Blue	Yellow

- J. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. American Insulated Wire Corporation
  - 2. Cablec Corporation

3. Okonite Company
4. Southwire Company
5. Or Approved Equal

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. Connectors and splices shall be rated at not less than 600 volts. Splicing shall join conductors mechanically and electrically to provide a complete circuit prior to installation of insulation.
- C. Splices in wires No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, Type I, Class 1, Grade B, Style G, or Type II, Class 1 of FS W-S-610 and conforming to the applicable requirements of UL 486A.
- D. Splices in wires No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, Type II, Class 2 of FS W-S-610, conforming to the applicable requirements of UL 486A and UL 486B. They shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket.
- E. Insulated conductor splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.
- F. Bare conductor splices in wet locations or below grade shall be of the exothermic type.
- G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Hubbell Power Systems, Inc.
  2. O-Z/Gedney; EGS Electrical Group LLC.
  3. 3M; Electrical Products Division.
  4. Or Approved Equal

## 2.3 PULLING LUBRICANT

- A. All cables shall be properly coated with a water-based (wax-based is not acceptable) pulling compound before being pulled into conduits so as to prevent mechanical damage to the cables during installation. Lubricants shall be approved by the cable manufacturer for use with the cable being installed.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Polywater
  2. Ideal Aqua-Gel
  3. Or Approved Equal

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Stranded for all sizes.
- B. Branch Circuits: Copper. Stranded for all sizes.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway
- B. Exposed Feeders and Branch Circuits: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway. Multiconductor Tray Cable type TC shall be used where runs are to be in cable trays as shown on the drawings.
- C. Feeders and Branch Circuits Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway. Metal-clad cable, Type MC shall be allowed in ceilings that are considered dry and non-corrosive areas.
- D. Feeders and Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway.
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- F. Class 1 Control Circuits: Type THWN-2, in raceway. Multiconductor Tray Cable type TC shall be used where runs are to be in cable trays as shown on the drawings.
- G. Class 2 Control Circuits: Type THWN-2, in raceway. Power-limited tray cable shall be used where runs are to be in cable tray as shown on the drawings.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. As far as practical, all circuits shall be continuous from origin to termination without splices in intermediate pull boxes. Sufficient slack shall be left at the termination to make proper connections. In no case shall a splice be pulled into the conduit. Conductor splicing shall not be permitted without the Engineer's approval. Conductor splices shall not be made in underground junction boxes or manholes unless specifically noted on the plans.
- C. Each feeder and branch circuit shall be installed in its own individual conduit unless combining feeder and branch circuits is permitted as defined in the following:
  - 1. As specifically indicated on the Plans.

2. For lighting, multiple branch circuits may be installed in a conduit as allowed by the NEC and with the wire ampacity de-rated in accordance with the requirements of the NEC. Conduit fill shall not exceed the limits established by the NEC.
  3. When field conditions dictate, and written permission is obtained from the Engineer.
- D. Use manufacturer-approved pulling compound or lubricant when pulling conductors; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
  - E. Feeder and branch circuits shall be isolated from each other and from all instrumentation and control circuits.
  - F. Control circuits shall be isolated from all other feeder, branch and instrumentation circuits, except as noted above. 12VDC, 24VDC and 48VDC control circuits may be combined into one conduit. 120/208/240VAC control circuits shall be isolated from all DC control circuits. 277/480VAC circuits shall be isolated from all other voltages.
  - G. Single conductor cable in cable trays shall be No. 1/0 or larger and shall be of a type listed and marked for use in cable trays. Tray cable smaller than 1/0 shall be multi-conductor, with outer jacket.
  - H. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
  - I. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
  - J. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
  - K. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
  - L. 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.
  - M. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - N. Wiring at Outlets and Switches: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.
- 3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS
- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."



### 3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
    - a. All conductors with voltages at 277V or higher and corresponding neutrals and grounds.
    - b. All conductors #8 and larger.
    - c. All motor leads and corresponding grounds.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- C. Test Reports: Prepare a written report to record the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

## SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Instrumentation cabling.
2. Low-voltage control cabling.
3. Control-circuit conductors.
4. Identification products.

##### B. Related Sections

1. For structured cabling systems, including fiber optic cabling and CAT6 cabling refer to Section 409533.

#### 1.2 DEFINITIONS

- ##### A. Low Voltage:
- As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

#### 1.3 ACTION SUBMITTALS

- ##### A. Product Data:
- For each type of product indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- ##### A. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- ##### A. Testing Agency Qualifications:
- Member company of an NRTL.

- ##### B. Surface-Burning Characteristics:
- As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 50 or less.

- ##### C. Electrical Components, Devices, and Accessories:
- Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
- B. Test each pair of each cable for open and short circuits.

## PART 2 - PRODUCTS

### 2.1 PATHWAYS

- A. Conduit and Boxes: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems."
  - 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

### 2.2 INSTRUMENTATION CABLE

- A. Instrument cable shall be Type TC, and have the number of individually shielded twisted pairs indicated on the Plans and shall be insulated for not less than 600 volts. Unless otherwise indicated, conductor size shall be No. 18 AWG minimum. Shielded, grounded instrumentation cable shall be used for all analog and low voltage digital signals.
- B. The jacket shall be flame retardant with 90 degrees C temperature rating. The cable shield shall be a minimum of 2.3 mil aluminum or copper tape overlapped to provide 100 percent coverage and a tinned copper drain wire.
- C. The conductors shall be bare soft annealed copper, Class B, 7 strand minimum concentric lay with 15 mils nominal thickness, nylon jacket, 4 mil nominal thickness, 90 degrees C temperature rating. One conductor within each pair shall be numerically identified.
- D. Pairs shall be assembled with a nominal 2-inch lay and shall then be group shielded with a minimum of 1.3 mil aluminum or copper tape overlapped to provide 100 percent coverage. All group shields shall be completely isolated from each other.
- E. Pairs installed in a cable tray shall have a UV resistant jacket, and shall have a jacket intended for cable tray use.

### 2.3 RS-232 CABLE

- A. Standard Cable: NFPA 70, Type CM.
  - 1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. Polypropylene insulation.
  - 3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
  - 4. PVC jacket.
  - 5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
  - 6. Flame Resistance: Comply with UL 1581.

- B. Plenum-Rated Cable: NFPA 70, Type CMP.
  - 1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. Plastic insulation.
  - 3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
  - 4. Plastic jacket.
  - 5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
  - 6. Flame Resistance: Comply with NFPA 262.

## 2.4 RS-485 CABLE

- A. Standard Cable: NFPA 70, Type CM.
  - 1. Paired, two pairs, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.
  - 5. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated Cable: NFPA 70, Type CMP.
  - 1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. Fluorinated ethylene propylene insulation.
  - 3. Unshielded.
  - 4. Fluorinated ethylene propylene jacket.
  - 5. Flame Resistance: NFPA 262, Flame Test.

## 2.5 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
  - 1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.
  - 5. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
  - 1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.
  - 5. Flame Resistance: Comply with NFPA 262.
- C. Paired Cable: NFPA 70, Type CMG.
  - 1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.

2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

D. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Plastic jacket.
5. Flame Resistance: NFPA 262, Flame Test.

## 2.6 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN-THWN, in raceway, complying with UL 83.
- B. Class 2 Control Circuits: Stranded copper, Type THHN-THWN, in raceway, complying with UL 83.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or Type TF, complying with UL 83.

## 2.7 IDENTIFICATION PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Brady Corporation.
  2. Panduit Corp.
  3. Or Approved Equal.
- B. Comply with UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Comply with requirements in Section 260553 "Identification for Electrical Systems."

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PATHWAYS

- A. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.
- B. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for installation of conduits and wireways.

- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Pathway Installation in Equipment Rooms:
  - 1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed or in the corner of room if multiple sheets of plywood are installed around perimeter walls of room.
  - 2. Install cable trays to route cables if conduits cannot be located in these positions.
  - 3. Secure conduits to backboard if entering room from overhead.
  - 4. Extend conduits 3 inches above finished floor.
  - 5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

### 3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
  - 1. Comply with TIA/EIA-568-B.1.
  - 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
  - 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
  - 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  - 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
  - 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  - 7. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
  - 8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- C. Installation of Control-Circuit Conductors:
  - 1. Install wiring in raceways. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Open-Cable Installation:
  - 1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.

2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 12 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 24 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 48 inches.
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 6 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: 3 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
5. Separation between Cables and Electrical Motors and Transformers: A minimum of 48 inches.
6. Separation between Cables and Fluorescent Fixtures: A minimum of 6 inches.

### 3.3 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables.

### 3.4 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits, No. 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits, No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits, No 12 AWG.

### 3.5 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

### 3.6 GROUNDING

- A. For data communications wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. For low-voltage wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

### 3.7 IDENTIFICATION

- A. Identify system components, wiring, and cabling according to TIA/EIA-606-A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 260523



## SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Grounding systems and equipment.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS

- A. Insulated Conductors: Tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Stranded Conductors: ASTM B 8.
  - 2. Tinned Conductors: ASTM B 33.
  - 3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  - 4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  - 6. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

## 2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

## 2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch in diameter and 10 feet long.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install stranded conductors all conductor sizes.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 4/0 AWG minimum. Bury at least 24 inches below grade.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded or approved compression connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.

4. Single-phase motor and appliance branch circuits.
  5. Three-phase motor and appliance branch circuits.
  6. Flexible raceway runs.
  7. Armored and metal-clad cable runs.
  8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
  9. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.
  10. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- C. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- D. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
  2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch grounding bus.
  3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems", and shall be at least 12 inches deep, with cover.
1. Test Wells: Install at least two test wells for each service unless otherwise indicated. Install at the ground rods electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- F. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

### 3.4 LABELING

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer.
1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

### 3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Make tests at ground rods before any conductors are connected.
  
- B. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
  - 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  - 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
  
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of **five** times the applied force.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.
  - 3. Equipment supports.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

#### 1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.
    - g. Wesanco, Inc.
  3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  6. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.



- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Hilti Inc.
    - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
    - 3) MKT Fastening, LLC.
    - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, [**zinc-coated**] [**stainless**] steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
    - 2) Empire Tool and Manufacturing Co., Inc.
    - 3) Hilti Inc.
    - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
    - 5) MKT Fastening, LLC.
- 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  - 6. Toggle Bolts: All-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.

7. To Light Steel: Sheet metal screws.
  8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
  1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Touchup: Comply with requirements in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

## SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. Furnish and install conduits as required, and as shown on the Plans. Materials employed shall be as shown on the Plans.

#### 1.2 SUBMITTALS

- A. Submit product literature including manufacturer part number, model number, material, size, and specifications. Material shall not be installed until the Engineer has reviewed the submittal data.
- B. If changes from the Plan are proposed, shop drawings shall be submitted for review and acceptance showing routing, conduit size, and number and size of wires in each conduit before installation of conduit and any related work.
- C. Proposed routing of conduits buried under floor slabs-on-grade.
- D. Identify conduit by tag number of equipment served or by circuit schedule number.
- E. Proposed routing and details of construction including conduit and rebar embedded in floor slabs, columns, etc.
- F. Proposed location and details of construction for openings in slabs and walls for raceway runs.
- G. Refer to Section 26000 "General Electrical Requirements" for further submittal requirements.

#### 1.3 REFERENCES

- A. American National Standards Institute (ANSI): C80.1, Rigid Steel Conduit - Zinc-Coated.
- B. National Electric Manufacturers Association (NEMA): RN-1, Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit.
- C. Underwriters Laboratories Inc. (UL):
  - 1. 1, Flexible Metal Conduit.
  - 2. 6, Rigid Metal Conduit.
  - 3. 360, Liquid-Tight Flexible Steel Conduit.
  - 4. 467, Grounding and Bonding Equipment.
  - 5. 514, Nonmetallic Outlet Boxes, Flush-Device Boxes and Covers.
  - 6. 651, Schedule 40 and 80 Rigid PVC Conduit.
  - 7. 870, Wireways, Auxiliary Gutters, and Associated Fittings.
  - 8. 884, Underfloor Raceways and Fittings.
  - 9. 886, Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations.

## PART 2 - PRODUCTS

### 2.1 RACEWAYS

- A. Exposed conduits in an unclassified or non-hazardous area shall be Galvanized Rigid Steel (GRS) unless specifically indicated otherwise on the Plans. Conduits in corrosive, hazardous, or damp areas shall be PVC coated GRS unless otherwise indicated. Underground and/or concrete encased conduits shall be PVC, unless otherwise indicated. All conduits concealed in block walls or steel framing shall be EMT with compression fittings unless otherwise indicated. Set screw type fittings in EMT conduit will not be accepted. All wiring, except as otherwise noted, shall be in conduit. Conduit size shall not be less than the National Electrical Code (NEC) size required for the conductors therein and shall not be smaller than 3/4-inch. No underground conduit shall be less than one inch.
- B. Condulets type fittings shall be Crouse-Hinds, Appleton, or equal with wedge nut covers. All condulets located outdoors, damp or wet locations shall be weather tight.
- C. In unclassified areas, flexible conduit shall be grounding type, weatherproof, corrosion resistant, and watertight.
- D. Couplings, connectors, and fittings shall be standard types specifically designed and manufactured for the purpose. They shall be installed to provide a firm mechanical assembly and electrical conductivity throughout. Conduit systems shall be water tight.
- E. Expansion fittings shall be OZ type AX with jumper for exposed locations and type DX at structural expansion joints, Spring City, or equal. Conduits shall have expansion fittings in accordance with NEC.
- F. The conduits and fittings shall be supported per NEC requirements as a minimum.
- G. Sealing fittings shall be provided for classified areas per the NEC requirements in hazardous or corrosive areas. Fittings shall be poured after the final walk-thru unless otherwise directed in writing by the engineer.

### 2.2 GALVANIZED RIGID STEEL (GRS)

- A. Conduits and couplings shall be hot-dipped galvanized with zinc coated threads and outer coating of zinc bichromate, in accordance with ANSI C80.1 standards, as manufactured by Jones & Laughlin Steel Corporation, Allied Tube & Conduit Corporation, Triangle PWC, or equal.
- B. Steel conduit shall not be buried in earth without concrete encasement and additional corrosion protection. Instead buried steel conduit shall be PVC coated.

### 2.3 PVC COATED GALVANIZED RIGID STEEL (PVC-GRS)

- A. PVC coated GRS conduit shall be installed where shown on the Plans or elsewhere specified and shall conform to NEMA RN-1 and ANSI C80.1 standards.

- B. The zinc surface of the conduit shall remain intact and undisturbed on both the inside and the outside of the conduit throughout the preparation and application processing. A Polyvinyl Chloride (PVC) coating shall be bonded to the galvanized outer surface of the conduit. The bond between the PVC coating and the conduit surface shall be greater than the tensile strength of the plastic. The thickness of the PVC coating shall be a minimum of 0.040-inch (40 mil).
- C. A loose coupling shall be furnished with each length of conduit. A PVC coating shall be bonded to the outer surface of the coupling and a PVC sleeve equal to the outside diameter of the uncoated conduit shall extend beyond both ends of the coupling approximately one pipe diameter or 1-1/2 inches, whichever is smaller. The wall thickness of the coating on the coupling and the sleeve shall be a minimum of 0.055-inch (55 mil).
- D. A PVC coating shall be bonded to the inner and outer surface of all conduit bodies and fittings and a PVC sleeve shall extend from all hubs. The wall thickness of the coating on conduit bodies and fittings and the sleeve walls shall be identical to those on couplings in length and thickness. The covers on all conduit bodies shall be coated on both sides and shall be designed to be completely interchangeable. The inside of conduit bodies shall remain undisturbed in the processing.
- E. Type 304 stainless steel screws shall be furnished and used to attach the cover to the conduit body. All coated material shall be installed and patched according to the manufacturer's recommended installation and patching instructions.
- F. Conduit straps shall be PVC coated or stainless steel.
- G. PVC coated conduits and fittings shall be as manufactured by Kor Kap Corporation, Occidental Coating Company, Rob-Roy, or equal.
- H. PVC coated flexible conduits shall be liquid and vapor-tight and manufactured in accordance with UL 360 standards.

#### 2.4 RIGID NONMETALLIC – PVC

- A. Where specifically indicated on the Plans, or elsewhere specified, conduit may be high density Schedule 40, 90 degrees C, heavy-duty PVC. The conduit shall be manufactured from virgin polyvinyl chloride compound which meets ASTM D1784, NEMA TC-2, ANSI C33.91, and UL 651 standards. Smoke emissions shall be limited to less than 6 grams per 100 grams of material tested.
- B. Where conduit concrete encasement is indicated on the Plans, conduit supports shall be installed at five-foot intervals. PVC conduit shall be manufactured by Carlon, Triangle Conduit & Cable, or equal.

#### 2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Liquidtight flexible metal conduit shall be liquid and vapor-tight, oil and ultraviolet ray resistant and manufactured in accordance with UL 360 standards. Liquidtight flexible metal conduit shall be formed of a continuous, spiral wound, galvanized steel core with an extruded PVC jacket. The PVC jacket shall be rated for high ambient heat applications, 90 degrees Celsius.

- B. For corrosive locations, liquidtight flexible metal conduit shall be formed of a continuous, spiral wound, aluminum core with an extruded PVC jacket. The PVC jacket shall be impervious to corrosive liquids and vapors and PVC coated fittings shall be utilized.
- C. An external bonding conductor shall be required for flexible conduit connections containing circuits rated at 60 amps or greater and for sizes 1 1/2 " or larger. Flexible conduits and connectors for 1 1/4 " and smaller shall be listed for grounding.
- D. For non-corrosive locations, connectors for liquidtight flexible conduit shall be galvanized, furnished with a sealing ring and locknut, and suitable for wet locations. For corrosive locations, connectors shall be galvanized PVC coated.

## 2.6 ELECTRICAL METALLIC TUBING (EMT)

- A. Per UL Standard for Electrical Metallic Tubing No. 797. Galvanized mild steel with interior coat of enamel.
- B. Fittings shall be steel set-screw type. Cast type, indenter type or compression steel fittings are not acceptable.
- C. Approved for plan specified locations only. Approved for conduits concealed in block walls and concealed in steel framed walls. Not approved for process areas where wash down or high humidity conditions exist.

## 2.7 ALUMINUM CONDUIT

- A. Aluminum conduit is approved for wet and corrosive areas only. Prior approval from the engineer must be obtained when substituting for PVC coated.
- B. Aluminum hardware and conduit shall be isolated from all dissimilar materials as appropriate.
  - 1. Isolation from dissimilar metals in channel or support by a single layer of scotch #33+ or approved equal.
  - 2. Isolation from concrete shall be by neoprene gaskets.
  - 3. Aluminum shall not be used for concrete penetrations.
- C. Aluminum conduit shall contain less than 0.4% copper.

## 2.8 STAINLESS STEEL CONDUIT

- A. Stainless Steel Conduit conduit is approved for all exposed conduit locations. Prior approval from the engineer must be obtained when substituting for PVC coated.
- B. Stainless Steel conduit and all fittings and support hardware shall be 316 SS.



## 2.9 CABLE TRAY SYSTEM

- A. Provide cable tray systems composed of straight sections, fittings, and accessories as defined in the latest NEMA Standards publication VE-1 - Ventilated Cable Tray.
  - 1. Provide cable trays and fittings shall constructed of materials suited for the area classification as noted below.
  - 2. Provide cable trays shall be of the ladder type with availability of 6, 9, and 12-inch spacing.
  - 3. Provide tray sizes with a 3, 4, 5, or 6-inch minimum usable load depth, as indicated on the drawings.
  - 4. Provide loading capacities that meet the NEMA weight classification with a safety factor of 1.5.
  - 5. In corrosive, damp, or Hazardous locations, provide cable trays manufactured of aluminum.
  - 6. In non-classified areas provide cable trays manufactured of Hot Dipped galvanized materials. All cuts and welds shall be touched up with cold galvanizing spray per the raceway specification.
  - 7. Separate power, control, signal and communications cables by grounded metallic dividers or run in separate trays.
  - 8. Manufacturer, or Approved Equal
    - a. Husky
    - b. B-Line
    - c. T.J. Cope

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Conduit runs are schematic only, and shall be modified as required to suit field conditions, subject to review and acceptance by the Engineer.
- B. Conduit shall run continuously between outlets and shall be provided with junction boxes where connections are made. Couplings, connectors, and fittings shall be acceptable types designed and manufactured for the purpose, and shall provide a firm mechanical assembly, and electrical conductivity throughout.
- C. Conduit runs shall be straight and true. Elbows, offsets, and bends shall be uniform and symmetrical. Changes in direction shall be made with long radius bends, or with fittings of the conduit type.
- D. Conduit runs in buildings and structures shall be concealed where possible except as specifically noted, or accepted by the Engineer.
- E. Conduit runs shall not interfere with the proper and safe operation of equipment, and shall not block or interfere with ingress or egress, including equipment removal hatches.
- F. Exposed conduits shall be securely fastened with clamps, or straps, intended for conduit use. All exposed conduit shall be run on the walls and ceiling only and shall be parallel to the planes of

the walls or ceiling. No diagonal runs will be permitted. Flexible conduit shall be used only for short lengths required to facilitate connections between rigid conduit to vibrating equipment such as motors, fans, and transformers. The maximum length of flexible conduit shall be 3 feet, unless approved in writing by engineer. Flexible conduit shall not be used for electrician's convenience where rigid conduit could be used.

- G. Conduit runs on water-bearing walls shall be supported one inch away from the wall on an accepted channel. When channel galvanizing, or other coating, is cut or otherwise damaged, it shall be field coated to original condition. No conduit shall be run in water-bearing walls, unless specifically designated otherwise.
- H. Conduit shall be thoroughly reamed to remove burrs. IMC or GRS shall be reamed during the threading process, and Rigid Nonmetallic PVC shall be reamed before applying fittings. A zinc rich cold galvanizing shall be used to restore corrosion protection on field cut threads.
- I. Bushings and lock nuts or hubs shall be used at conduit terminations. Conduit, bushings, locknuts, and enclosures shall be fastened to the conduit system prior to pulling wire. Splitting the bushings for installation will not be accepted. Hubs shall be used in all process areas outside of electrical rooms unless otherwise specified. The total number of bends in any run between pull points shall not exceed 360 degrees. Junction boxes and pull boxes shall be installed at points acceptable to the Engineer. Conduit ends shall be plugged to prevent the entrance of moisture or debris during construction. All spare conduits shall be adequately capped and shall contain a suitable pull string. Splices shall be made in junction boxes only. Splices in conduit bodies will not be accepted.
- J. Joints shall be set up tight. Hangers and fastenings shall be secure, and of a type appropriate in design, and dimensions, for the particular application.
- K. Conduit runs shall be cleaned and internally sized (obstruction tested) so that no foreign objects, or obstructions remain in the conduit prior to pulling in conductors.
- L. After installation of complete conduit runs 2 inches and larger, conduits shall be snaked with a conduit cleaner equipped with a cylindrical mandrel of a diameter not less than 85 percent of the nominal diameter of the conduit. Conduits through which the mandrel will not pass shall not be used. Test results should be submitted to the engineer.
- M. Expansion fittings shall be installed across all expansion joints and at other locations where necessary to compensate for thermal expansion and contraction.
- N. Provide trenching, backfill, and compaction for conduits installed underground.
- O. Raceways running parallel to hot water or steam piping shall maintain a distance of 6 inches from the piping.
- P. Raceways crossing steam or liquid filling piping shall cross above the piping.
- Q. In slab conduits, shall be covered by a minimum of 2 inches of concrete.
- R. Conduits of the same duty (480V Power, 120V Power, 120V Controls and signals) shall have a minimum separation of 2 inches between conduits.

- S. Conduits and raceways carrying signal wiring shall have a minimum separation of 12 inches from 480V power raceways, 6 inches from 120V power raceways, and 4 inches from 120V control raceways.
- T. Raceways with 120V Control shall maintain a distance of 12 inches from 480V power raceways, 6 inches from 120V power raceways.
- U. Raceways with 120V power shall maintain a distance of 6 inches from 480V power raceways.

### 3.2 CABLE TRAYS

- A. Provide cable trays in strict accordance with the manufacturer's printed instructions.
- B. Allowable cable fill areas shall meet NEC Article 392 - Cable Trays requirements.
- C. Verify cable tray fills prior to installation based on cables and trays actually provided.
- D. Maintain continuous grounding of cable trays including bonding jumpers in accordance with the requirements of NEC Article 392.
- E. Install cable trays using hangers and supports on 8-foot centers, maximum.
- F. Install cable trays to walls as the primary method of support where possible.
- G. If support from the ceiling is the only alternative, use hangers and supports on 6-foot centers, maximum.
- H. Ensure that proper separation between duties as detailed in 3.1.

END OF SECTION 260533

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## SECTION 260534 – ENCLOSURES

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. This specification includes enclosures to house electrical controls, instruments, terminal blocks, and serve as junction boxes where shown on the Drawings.

#### 1.2 RELATED SECTIONS

- A. For Raceways and Boxes for Electrical Systems see Section 260533 “Raceways and Boxes for Electrical Systems”.

#### 1.3 SUBMITTALS

- A. Products shall be submitted in accordance with Section 26000 “General Electrical Requirements”, and elsewhere in the Contract Documents, prior to installation.

#### 1.4 MANUFACTURERS

- A. Enclosures shall be manufactured by Hoffman, Rittal, or equal.

### PART 2 - PRODUCTS

#### 2.1 STEEL

- A. Enclosures shall be fabricated from 14-gauge steel with seams that are continuously welded. Doors shall have full length piano hinges with the door removable by pulling the hinge pin.
- B. A rolled lip shall be provided around three sides of the door and around all sides of the enclosure opening. The gasket shall be attached with oil-resistant adhesive and held in place with steel retaining strips. Exterior hardware, such as clamps, screws, and hinge pins, shall be of stainless steel for outdoor installations. A hasp and staple shall be provided for padlocking. Each enclosure shall have a print pocket. All wires entering or leaving the enclosure shall terminate on terminal strips. All wires and terminals shall be clearly identified as specified elsewhere in these specifications.
- C. Finish shall be white enamel interior, light gray enamel, ANSI 61 exterior, over phosphatized surfaces. Special finishes and colors shall be furnished for wet locations. Plans should be checked for special conditions.

#### 2.2 NEMA RATING

- A. Unless otherwise indicated on the Plans, enclosures shall be NEMA 12 for indoors, NEMA 4X for corrosive areas, and NEMA 4 for outdoor installations. NEMA 4X enclosures shall

be stainless steel, unless noted otherwise. NEMA 4X enclosures shall also be used in wet, or wash down areas.

- B. All enclosures used in classified areas shall be NEMA 7.
- C. In Waste Water facilities, all enclosures in process areas shall be NEMA 4X stainless steel. Enclosures in electrical rooms, meeting rooms, offices and shops shall be NEMA 12 unless otherwise specified.
- D. Areas not specified in Water Treatment, Wastewater, or other water related facilities shall be approved by the engineer for NEMA type prior to installation.

### 2.3 FIBERGLASS

- A. Enclosures shall be heavy-duty, compression molded, fiberglass reinforced polyester, high impact, heat resistant, NEMA 4X.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Enclosures shall be installed as indicated on the Plans, and according to manufacturer's instructions.
- B. Enclosures shall be properly grounded, and shall include ground straps connected to hinged doors and accessories.

END OF SECTION 260534

## **SECTION 260543 – UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Conduit, ducts, and duct accessories for concrete-encased duct banks.
2. Handholes and boxes.
3. Manholes.

**B. Related Requirements:**

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 ACTION SUBMITTALS**

**A. Product Data:** For accessories for handholes and boxes.

**B. Shop Drawings for Factory-Fabricated Handholes and Boxes:** Include dimensioned plans, sections, elevations, and fabrication and installation details, including the following:

1. Duct entry provisions, including locations and duct sizes.
2. Cover design.
3. Grounding details.
4. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

#### **1.3 INFORMATIONAL SUBMITTALS**

**A. Field quality-control test reports.**

#### **1.4 QUALITY ASSURANCE**

**A. Comply with ANSI C2.**

**B. Comply with NFPA 70.**

### **PART 2 - PRODUCTS**

#### **2.1 CONDUIT**

**A. Rigid Steel Conduit:** Galvanized. Comply with ANSI C80.1.

- B. RNC: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

## 2.2 NONMETALLIC DUCTS AND DUCT ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ARNCO Corp.
2. Beck Manufacturing.
3. Cantex, Inc.
4. CertainTeed Corp.; Pipe & Plastics Group.
5. Condux International, Inc.
6. ElecSys, Inc.
7. Electri-Flex Company.
8. IPEX Inc.
9. Lamson & Sessions; Carlon Electrical Products.
10. Manhattan/CDT; a division of Cable Design Technologies.
11. Spiraduct/AFC Cable Systems, Inc.

- B. Underground Plastic Utilities Duct: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by the same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

- C. Duct Accessories:

1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and sizes of ducts with which used, and selected to provide minimum duct spacings indicated while supporting ducts during concreting or backfilling.
2. Warning Tape: Underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."
3. Concrete Warning Planks: Nominal 12 by 24 by 3 inches (300 by 600 by 76 mm) in size, manufactured from 6000-psi (41-MPa) concrete.
  - a. Color: Red dye added to concrete during batching.
  - b. Mark each plank with "ELECTRIC" in 2-inch- (50-mm-) high, 3/8-inch- (10-mm-) deep letters.

## 2.3 HANDHOLES AND BOXES

- A. Description: Comply with SCTE 77.

1. Color: Gray or Green, depending on location.
2. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC."



6. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.
- B. Fiberglass Handholes and Boxes with Polymer Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.
1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
    - a. Armorcast Products Company.
    - b. Carson Industries LLC.
    - c. Christy Concrete Products.
    - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Excavation and Backfill: Comply with Section 312000 "General Earthwork," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Resto-vegetation and include necessary top-soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants and Planting."
- D. Cut and patch existing pavement in the path of underground ducts and utility structures.

### 3.2 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward handholes and away from buildings and equipment.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches, both horizontally and vertically, at other locations, unless otherwise indicated.
- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Duct Entrances to Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
  2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to handhole.
  3. Grout end bells into structure walls from both sides to provide watertight entrances.
- E. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in ducts, including spares.
- H. Concrete-Encased Ducts: Support ducts on duct separators.
1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than 5 spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
  2. Concreting Sequence: Pour each run of envelope between terminations in one continuous operation.
    - a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations or use other specific measures to prevent expansion-contraction damage.
    - b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (19-mm) reinforcing rod dowels extending 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.
  3. Pouring Concrete: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Use a plank to direct concrete down sides of bank assembly to trench bottom. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.
  4. Reinforcement: Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
  5. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
  6. Minimum Space between Ducts: 3 inches between ducts and exterior envelope wall, 3 inches between ducts for like services, and 6 inches between power and signal ducts.

7. Depth: Install top of duct bank at least 24 inches below finished grade in areas not subject to deliberate traffic, and at least 24 inches below finished grade in deliberate traffic paths for vehicles, unless otherwise indicated.
8. Stub-Ups: Use manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Extend concrete encasement throughout the length of the elbow.
9. Stub-Ups: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
  - b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of base. Install insulated grounding bushings on terminations at equipment.
10. Warning Tape: Bury warning tape approximately 12 inches above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches of the centerline of duct bank. Provide an additional warning tape for each 12-inch increment of duct bank width over a nominal 18 inches. Space additional tapes 12 inches apart, horizontally.

I. Direct-Buried Duct Banks:

1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
2. Space separators close enough to prevent sagging and deforming of ducts, with not less than 5 spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches between tiers.
3. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Section 312000 "General Earthwork" for pipes less than 6 inches in nominal diameter.
4. Install backfill as specified in Section 312000 "General Earthwork."
5. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction as specified in Section 312000 "General Earthwork."
6. Install ducts with a minimum of 3 inches between ducts for like services and 6 inches between power and signal ducts.
7. Depth: Install top of duct bank at least 24 inches below finished grade, unless otherwise indicated.
8. Set elevation of bottom of duct bank below the frost line.
9. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
10. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.

- a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
  - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
11. Warning Planks: Bury warning planks approximately 12 inches above direct-buried ducts and duct banks, placing them 24 inches o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch increment of duct bank width over a nominal 18 inches. Space additional planks 12 inches apart, horizontally.

### 3.3 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by the manufacturer.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.7-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set so cover surface will be flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
- D. Install handholes and boxes with bottom below the frost line.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### 3.4 GROUNDING

- A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

### 3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
  - 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.

2. Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
3. Test handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."

B. Correct deficiencies and retest as specified above to demonstrate compliance.

### 3.6 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

END OF SECTION 260543

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## SECTION 260548 - VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
1. Channel support systems.
  2. Restraint cables.
  3. Hanger rod stiffeners.
  4. Anchorage bushings and washers.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
1. Site class, building code and Design Spectral Response Acceleration as defined on the Contract Drawings.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
  2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
    - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
    - b. Annotate to indicate application of each product submitted and compliance with requirements.
  3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
    - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other electrical Sections for equipment mounted outdoors.

2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
3. Field-fabricated supports.
4. Seismic-Restraint Details:
  - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
  - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events.
  - c. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Field quality-control test reports.

#### 1.5 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- D. Comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 SEISMIC-RESTRAINT DEVICES

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. Amber/Booth Company, Inc.



2. California Dynamics Corporation.
  3. Cooper B-Line, Inc.; a division of Cooper Industries.
  4. Hilti Inc.
  5. Loos & Co.; Seismic Earthquake Division.
  6. Mason Industries.
  7. TOLCO Incorporated; a brand of NIBCO INC.
  8. Unistrut; Tyco International, Ltd.
- B. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- D. Hanger Rod Stiffener: Reinforcing steel angle clamped to hanger rod. Do not weld stiffeners to rods.
- E. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- F. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- H. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- I. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

### 3.2 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
  - 1. Install restrained isolators on electrical equipment.
  - 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
  - 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:
  - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
  - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
  - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
  - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
  - 5. Set anchors to manufacturer's recommended torque, using a torque wrench.
  - 6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

### 3.3 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

### 3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Obtain Engineer's approval before transmitting test loads to structure. Provide temporary load-spreading members.
  - 2. Test at least four of each type and size of installed anchors and fasteners selected by Engineer.
  - 3. Test to 90 percent of rated proof load of device.
  - 4. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

### 3.5 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548

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## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples of each color, lettering style and other graphic representation required for each identification material or system.
- C. Table or list of equipment, panel and disconnect switch labels.

#### 1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

### PART 2 - PRODUCTS

#### 2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  1. Black letters on an orange field.
  2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Write-On Tags shall not be allowed.

## 2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
  1. Black letters on an orange field.
  2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

## 2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label. Heat shrink tubing, or sleeve type wire markers are also acceptable.
- A. Write-On Tags shall not be allowed.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

## 2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label. Heat shrink tubing, or sleeve type wire markers are also acceptable.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags shall not be allowed.

## 2.5 FLOOR MARKING TAPE

- A. 2-inch-wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

## 2.6 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
  - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.
- C. Tag: Type I:
  - 1. Pigmented polyolefin, bright-colored, compounded for direct-burial service.
  - 2. Thickness: 4 mils.
  - 3. Weight: 18.5 lb/1000 sq. ft.
  - 4. 3-Inch Tensile According to ASTM D 882: 30 lbf, and 2500 psi.
- D. Tag: Type ID:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, compounded for direct-burial service.
2. Overall Thickness: 5 mils.
3. Foil Core Thickness: 0.35 mil.
4. Weight: 28 lb/1000 sq. ft.
5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

## 2.7 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
  1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  2. 1/4-inch grommets in corners for mounting.
  3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
  1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
  2. 1/4-inch grommets in corners for mounting.
  3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
  1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
  2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

## 2.8 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
  1. Engraved legend with black letters on white face.
  2. Punched or drilled for mechanical fasteners.
  3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.



- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

## 2.9 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

## 2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

# PART 3 - EXECUTION

## 3.1 CONDUCTOR LABELING SCHEME

- A. All control and instrumentation conductors shall be labeled with a “To/From” labeling scheme. Each conductor label shall have two lines of text. The first line of text shall indicate the enclosure and terminal where the wire is to terminate on the other end. The second line of text shall indicate the enclosure and terminal where the wire is to terminate on this end. The following example illustrates the “To/From” labeling scheme:
  - 1. A wire is connected between a VFD and an LCP. The VFD equipment tag is VFD-100 and the LCP equipment tag is LCP-100. The connecting terminal at the VFD enclosure is terminal “5”. The connecting terminal at the LCP is terminal “7”. This wire would have the following labels:
    - a. The wire label at the VFD end:
      - Top Line: “LCP-100 : 7”
      - Bottom Line: “VFD-100 : 5”
    - b. The wire label at the LCP end:
      - Top Line: “VFD-100 : 5”
      - Bottom Line: “LCP-100 : 7”

### 3.2 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

### 3.3 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30A, and 120V to ground: Install labels at 10-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Emergency Power.
  - 2. Power.
  - 3. UPS.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
    - a. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.

- b. Colors for 480/277-V Circuits:
    - 1) Phase A: Brown.
    - 2) Phase B: Orange.
    - 3) Phase C: Yellow.
  - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
- 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
- 1. Comply with 29 CFR 1910.145.
  - 2. Identify system voltage with black letters on an orange background.
  - 3. Apply to exterior of door, cover, or other access.
  - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Power transfer switches.
    - b. Controls with external control power connections.

- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
  - 1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

END OF SECTION 260553

## SECTION 260573 – ELECTRICAL TESTING WITH COORDINATION STUDY

### PART 1 – GENERAL

#### 1.1 SCOPE

- A. The contractor shall furnish short-circuit and protective device coordination studies as prepared by the electrical equipment manufacturer or an approved engineering firm.
- B. The contractor shall furnish an Arc Flash Hazard Analysis Study per the requirements set forth in NFPA 70E. The arc flash hazard analysis shall be performed according to the IEEE 1583 equations that are presented in NFPA 70E-2004, Annex D.
- C. The scope of the studies shall include all new distribution equipment supplied by the equipment Manufacturer under this contract as well as all existing distribution equipment at the customer facility.
- D. The contractor shall perform electrical tests as described in Part 3 of this document.

#### 1.2 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
  - 1. American National Standards Institute (ANSI):
    - a. 450, Recommended Practice for Maintenance, Testing, and Replacement of Large Lead Storage Batteries for Generator Stations and Substations.
    - b. C2, National Electric Safety Code.
    - c. C37.13, Standard for Low Voltage AC Power Circuit Breakers Used in Enclosures
    - d. C37.20.1, Metal-Enclosed Low Voltage Power Circuit Breaker Switchgear.
    - e. C37.20.2, Metal-Clad and Station-Type Cubicle Switchgear.
    - f. C37.20.3, Metal-Enclosed Interrupter Switchgear.
    - g. C57.12.00, Standard General Requirements for Liquid-Immersed Distribution, Power and Regulating Transformers
    - h. C62.33, Standard Test Specifications for Varistor Surge Protective Devices.
  - 2. American Society for Testing and Materials (ASTM):
    - a. D665, Standard Test Method for Rust Preventing Characteristics of Inhibited Mineral Oil in the Presence of Water.
    - b. D877, Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
    - c. D923, Standard Test Method for Sampling Electrical Insulating Liquids.
    - d. D924, Standard Test Methods for A-Class Characteristics and Relative Permittivity (Dielectric Constant) of Electrical Insulating Liquids.
    - e. D971, Standard Test Method for Interfacial Tension of 0.1 against Water by the Ring Method.
    - f. D974, Standard Test Method for Acid and Base Number by Color-Indicator Titration.

- g. D1298, Standard Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method.
  - h. D1500, Standard Test Method for ASTM Color of Petroleum Products.
  - i. D1524, Standard Test Method for Visual Examination of Used Electrical Insulating Oils of Petroleum Origin in the Field.
  - j. D1533, Standard Test Methods for Water in Insulating Liquids.
  - k. D1816, Standard Test Method for Dielectric Breakdown Voltage on Insulating Oils of Petroleum Origin Using VDE Electrodes.
  - l. D2285, Standard Test Method for Interfacial Tension of Electrical Insulating Oils of Petroleum Origin against Water by the Drop-Weight Method.
3. Institute of Electrical and Electronics Engineers (IEEE):
- a. 43, Recommended Practice for Testing Insulating Resistance of Rotating Machinery.
  - b. 48, Standard Test Procedures and Requirements for High-Voltage Alternating-Current Cable Terminators.
  - c. 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.
  - d. 95, Recommended Practice for Insulation Testing of Large AC Rotating Machinery with High Direct Voltage.
  - e. 118, Standard Test Code for Resistance Measurement.
  - f. 141, Recommended Practice for Electric Power Distribution and Coordination of Industrial Power Systems.
  - g. 242, Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
  - h. 399, Recommended Practice for Industrial and Commercial Power System Analysis
  - i. 400, Guide for Making High-Direct-Voltage Tests on Power Cable Systems in the Field.
  - j. 1015, Recommended Practice for Apply Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems
  - k. 1584, Guide for Performing Arc-Flash Hazard Calculations
4. National Electrical Manufacturers Association (NEMA):
- a. AB 4, Guideline for Inspection and Preventive Maintenance of Molded Case Circuit Breakers Used in Commercial and Industrial Applications.
  - b. PB 2, Deadfront Distribution Switchboards.
  - c. WC 7, Cross-Linked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
  - d. WC 8, Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
5. International Electrical Testing Association (NETA): ATS, Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
6. National Fire Protection Association (NFPA):
- a. 70, National Electrical Code (NEC).

- b. 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

### 1.3 SUBMITTALS

- A. Analysis Studies Submittal: Submit prior to receiving final approval of the distribution equipment submittal and prior to release of equipment manufacturing. If formal completion of the studies may cause delay in equipment manufacturing, approval may be obtained from the Engineer may be obtained for preliminary submittal of sufficient study data to ensure that the selection of device and characteristics will be satisfactory.
  1. The results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report and submitted to the Design Engineer
  2. The report shall include the following sections:
    - a. Executive Summary
    - b. Descriptions, purpose, basis and scope of the study
    - c. Tabulations of circuit breaker, fuse and other protective device ratings versus short circuit duties
    - d. Protective device time versus current coordination curves, tabulations of relay and circuit breaker trips unit settings, fuse selection
    - e. Fault current calculations including a definition of terms and guide for interpretation of the computer printout\
    - f. Details of the incident energy and flash protection boundary calculations
    - g. Recommendations for system improvements, where needed
    - h. One-line diagram
  3. Arc flash labels shall be provided in hard copy only
  4. Sample copy of individual device test form.
  5. Sample copy of individual system test form.
- B. Administrative Submittals: Submit 30 days prior to performing inspections or tests:
  1. Schedule for performing inspection and tests.
  2. List of references to be used for each test.
  3. Sample copy of equipment and materials inspection form(s).
  4. Sample copy of individual device test form.
  5. Sample copy of individual system test form.
- C. Quality Control Submittals: Submit within 14 days after completion of test:
  1. Test or inspection reports and certificates for each electrical item tested.
- D. Contract Closeout Submittals:
  1. Operation and Maintenance Data:
    - a. In accordance with references elsewhere in these specifications.
    - b. After test of inspection reports and certificates have been reviewed by ENGINEER and returned, insert a copy of each in operation and maintenance manual.

### 1.4 QUALIFICATIONS

- A. The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the supervision and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies.
- B. The Engineer shall be a full-time employee of the equipment manufacturer or an approved engineering firm.
- C. The Engineer shall have a minimum of five (5) years of experience in performing power system studies.
- D. The Engineer shall submit references of at least ten actual short-circuit, protective device coordination and arc flash hazard analysis studies performed over the last five years.

#### 1.5 QUALITY ASSURANCE

- A. Test equipment shall have an operating accuracy equal to, or greater than, requirements established by NETA ATS.
- B. Test instrument calibration shall be in accordance with NETA ATS.

#### 1.6 SEQUENCING AND SCHEDULING

- A. Perform short-circuit, protective device coordination and arc flash hazard analysis studies prior to final approval of distribution equipment submittal
- B. Perform inspection and electrical tests after equipment has been installed.
- C. Perform tests with apparatus de-energized whenever feasible.
- D. Inspection and electrical tests on energized equipment are to be:
  1. Scheduled with OWNER prior to de-energization.
  2. Minimized to avoid extended period of interruption to the operating plant equipment.
- E. Notify OWNER at least 24 hours prior to performing tests on energized electrical equipment.

### PART 2 – PRODUCTS

#### 2.1 STUDIES

- A. Contractor is to furnish short-circuit and protective device coordination studies as prepared by equipment manufacturer or an approved engineering firm.
- B. The contractor shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E Article 130.3 and Annex D.

#### 2.2 DATA COLLECTION

- A. Contractor shall furnish all data as required by the power system studies. The Engineer performing the short-circuit, protective device coordination and arc flash hazard analysis



studies shall furnish the Contractor with a listing of required data immediately after award of the contract. The Contractor shall expedite collection of the data to assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.

- B. Source combination may include present and future motors and generators
- C. Load data utilized may include existing and proposed loads obtained from Contract Documents provided by Owner or Contractor

### 2.3 SHORT-CIRCUIT AND PROTECTIVE DEVICE EVALUATION STUDY

- A. Use actual conductor impedances if known. If unknown, use typical conductor impedances based on IEEE Standard 141-1993.
- B. Transformer design impedances shall be used when test impedances are not available.
- C. Provide the following:
  - 1. Calculation methods and assumptions
  - 2. One-line diagram of the system being evaluated
  - 3. Source impedance data, including utility system and motor fault contribution characteristics
  - 4. Tabulations of calculated quantities
  - 5. Results, conclusions, and recommendations.
- D. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each:
  - 1. Electric utility's supply termination point
  - 2. Incoming switchgear
  - 3. Unit substation primary and secondary terminals
  - 4. Low voltage switchgear
  - 5. Motor control centers
  - 6. Standby generators and automatic transfer switches
  - 7. Branch circuit panelboards
  - 8. Other significant locations throughout the system
- E. For grounded systems, provide a bolted line-to-ground fault current study for areas as defined for the three-phase bolted fault short-circuit study.
- F. Protective Device Evaluation
  - 1. Evaluate equipment and protective devices and compare to short circuit ratings
  - 2. Adequacy of switchgear, motor control centers, and panelboard bus bars to withstand short-circuit stresses
  - 3. Notify Owner in writing, of existing, circuit protective devices improperly rated for the calculated available fault current.

### 2.4 PROTECTIVE DEVICE COORDINATION STUDY

- A. Proposed protective device coordination time-current curves (TCC) shall be displayed on log-log scale graphs

- B. Include on each TCC graph, a complete title and one-line diagram with legend identifying the specific portion of the system covered.
- C. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
- D. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
- E. Plot the following characteristics on the TCC graphs, where applicable:
  1. Electric utility's overcurrent protective device
  2. Medium voltage equipment overcurrent relays
  3. Medium and low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands
  4. Low voltage equipment circuit breaker trip devices, including manufacturer's tolerance bands
  5. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves
  6. Conductor damage curves
  7. Ground fault protective devices, as applicable
  8. Pertinent motor starting characteristics and motor damage points, where applicable
  9. Pertinent generator short-circuit decrement curve and generator damage point
  10. The largest feeder circuit breaker in each motor control center and applicable panel-board
- F. Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.

## 2.5 ARC FLASH HAZARD ANALYSIS

- A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2004, Annex D.
- B. The flash protection boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where work could be performed on energized parts.
- C. The Arc-Flash Hazard Analysis shall include all significant locations in 240 volt and 208-volt systems fed from transformers equal to or greater than 125 kVA where work could be performed on energized parts.
- D. Safe working distances shall be based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm<sup>2</sup>.
- E. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Ground overcurrent relays should not be taken into consideration when determining the clearing time when performing incident energy calculations.

- F. The short-circuit calculations and the corresponding incident energy calculations for multiple system scenarios must be compared and the greatest incident energy must be uniquely reported for each equipment location. Calculations must be performed to represent the maximum and minimum contributions of fault current magnitude for all normal and emergency operating conditions. The minimum calculation will assume that the utility contribution is at a minimum and will assume a minimum motor contribution (all motors off). Conversely, the maximum calculation will assume a maximum contribution from the utility and will assume the maximum amount of motors to be operating. Calculations shall take into consideration the parallel operation of synchronous generators with the electric utility, where applicable.
- G. The incident energy calculations must consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations must take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators should be decremented as follows:
  1. Fault contribution from induction motors should not be considered beyond 3-5 cycles.
  2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g. contributions from permanent magnet generators will typically decay from 10 per unit to 3 per unit after 10 cycles).
- H. For each equipment location with a separately enclosed main device (where there is adequate separation between the line side terminals of the main protective device and the work location), calculations for incident energy and flash protection boundary shall include both the line and load side of the main breaker.
- I. When performing incident energy calculations on the line side of a main breaker (as required per above), the line side and load side contributions must be included in the fault calculation.
- J. Mis-coordination should be checked amongst all devices within the branch containing the immediate protective device upstream of the calculation location and the calculation should utilize the fastest device to compute the incident energy for the corresponding location.
- K. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584-2002 section B.1.2. Where it is not physically possible to move outside of the flash protection boundary in less than 2 seconds during an arc flash event, a maximum clearing time based on the specific location shall be utilized.

## 2.6 REPORT SECTIONS

- A. Input data shall include, but not be limited to the following:
  1. Feeder input data including feeder type (cable or bus), size, length, number per phase, conduit type (magnetic or non-magnetic) and conductor material (copper or aluminum).
  2. Transformer input data, including winding connections, secondary neutral-ground connection, primary and secondary voltage ratings, kVA rating, impedance, % taps and phase shift.
  3. Reactor data, including voltage rating, and impedance.

4. Generation contribution data, (synchronous generators and Utility), including short-circuit reactance ( $X''_d$ ), rated MVA, rated voltage, three-phase and single line-ground contribution (for Utility sources) and X/R ratio.
  5. Motor contribution data (induction motors and synchronous motors), including short-circuit reactance, rated horsepower or kVA, rated voltage, and X/R ratio.
- B. Short-Circuit Output Data shall include, but not be limited to the following reports:
1. Low Voltage Fault Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:
    - a. Voltage
    - b. Calculated fault current magnitude and angle
    - c. Fault point X/R ratio
    - d. Equivalent impedance
  2. Momentary Duty Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:
    - a. Voltage
    - b. Calculated symmetrical fault current magnitude and angle
    - c. Fault point X/R ratio
    - d. Calculated asymmetrical fault currents
    - e. Equivalent impedance
  3. Interrupting Duty Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:
    - a. Voltage
    - b. Calculated symmetrical fault current magnitude and angle
    - c. Fault point X/R ratio
    - d. No AC Decrement (NACD) Ratio
    - e. Equivalent impedance
    - f. Multiplying factors for 2, 3, 5 and 8 cycle circuit breakers
- C. Recommended Protective Device Settings:
1. Phase and Ground Relays:
    - a. Current transformer ratio
    - b. Current setting
    - c. Time setting
    - d. Instantaneous setting
    - e. Recommendations on improved relaying systems, if applicable.
  2. Circuit Breakers:
    - a. Adjustable pickups and time delays (long time, short time, ground)
    - b. Adjustable time-current characteristic
    - c. Adjustable instantaneous pickup
    - d. Recommendations on improved trip systems, if applicable.
- D. Incident energy and flash protection boundary calculations
1. Arcing fault magnitude
  2. Protective device clearing time
  3. Duration of arc
  4. Arc flash boundary
  5. Working distance
  6. Incident energy
  7. Hazard Risk Category
  8. Recommendations for arc flash energy reduction

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Tests specified in this section are to be performed in accordance with the requirements elsewhere in these specifications.
- B. Coordination with local Utilities to obtain necessary information to perform the tests specified in this section is the responsibility of the Contractor. All costs incurred in obtaining required information shall be borne by the Contractor.
- B. Tests and inspection shall establish that:
  - 1. Electrical equipment is operational within industry and manufacturer's tolerances.
  - 2. All trip units are adjusted to avoid erroneous tripping of circuit breakers.
  - 2. Installation operates properly.
  - 3. Equipment is suitable for energization.
  - 4. Installation conforms to requirements of Contract Documents and NFPA 70, NFPA 70E, and ANSI C2.
- C. Perform inspection and testing in accordance with NETA ATS, industry standards, and manufacturer's recommendations.
- D. Adjust mechanisms and moving parts for free mechanical movement.
- E. Adjust adjustable relays and sensors to correspond to operating conditions, or as recommended by manufacturer.
- F. Verify nameplate data for conformance to Contract Documents.
- G. Realign equipment not properly aligned and correct un-levelness.
- H. Properly anchor electrical equipment found to be inadequately anchored.
- I. Tighten accessible bolted connections, including wiring connections, with calibrated torque wrench to manufacturer's recommendations, or as otherwise specified.
- J. Clean contaminated surfaces with cleaning solvents as recommended by manufacturer.
- K. Provide proper lubrication of applicable moving parts.
- L. Inform OWNER of working clearances not in accordance with NFPA 70.
- M. Investigate and repair or replace:
  - 1. Electrical items that fail tests.
  - 2. Active components not operating in accordance with manufacturer's instructions.
  - 3. Damaged electrical equipment.
- N. Electrical Enclosures:

1. Remove foreign material and moisture from enclosure interior.
  2. Vacuum and wipe clean enclosure interior.
  3. Remove corrosion found on metal surfaces.
  4. Repair or replace, as determined by OWNER, door and panel sections having dented surfaces.
  5. Repair or replace, as determined by OWNER, poor fitting doors and panel sections.
  6. Repair or replace improperly operating latching, locking, or interlocking devices.
  7. Replace missing or damaged hardware.
  8. Finish:
    - a. Provide matching paint and touch up scratches and mars.
    - b. If required due to extensive damage, as determined by OWNER, refinish the entire assembly.
- O. Replace fuses and circuit breakers that do not conform to size and type required by the Contract Documents.

### 3.2 COORDINATION STUDY FIELD ADJUSTMENT

- A. Adjust relay and protective device settings according to the recommended settings table provided by the coordination study.
- B. Make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.
- C. Notify Owner in writing of any required major equipment modifications.

### 3.3 ARC FLASH WARNING LABELS

- A. The contractor of the Arc Flash Hazard Analysis shall provide a 3.5 in. x 5 in. thermal transfer type label of high adhesion polyester for each work location analyzed.
- B. All labels will be based on recommended overcurrent device settings and will be provided after the results of the analysis have been presented to the owner and after any system changes, upgrades or modifications have been incorporated in the system.
- C. The label shall include the following information, at a minimum:
  1. Location designation
  2. Nominal voltage
  3. Flash protection boundary
  4. Hazard risk category
  5. Incident energy
  6. Working distance
- D. Labels shall be machine printed, with no field markings.
- E. Arc flash labels shall be provided in the following manner and all labels shall be based on recommended overcurrent device settings.
  1. For each 600, 480 and applicable 208-volt panelboard, one arc flash label shall be provided.
  2. For each motor control center, one arc flash label shall be provided.

3. For each low voltage switchboard, one arc flash label shall be provided.
4. For each switchgear, one flash label shall be provided.
5. For medium voltage switches one arc flash label shall be provided

### 3.4 LOW VOLTAGE CABLES, 600 VOLTS MAXIMUM

#### A. Visual and Mechanical Inspection:

1. Inspect Each Individual Exposed Power Cable No. 4 and Larger For:
  - a. Physical damage.
  - b. Proper connections in accordance with single-line diagram.
  - c. Cable bends that do not conform with manufacturer's minimum allowable bending radius where applicable.
  - d. Color coding conformance with specifications.
  - e. Proper circuit identification.
2. Mechanical Connections For:
  - a. Proper lug type for conductor material.
  - b. Proper lug installation.
  - c. Bolt torque level in accordance with NETA ATS, Table 10.1, unless otherwise specified by manufacturer.
3. Shielded Instrumentation Cables For:
  - a. Proper Shield grounding.
  - b. Proper terminations.
  - c. Proper circuit identification.
4. Control Cables For:
  - a. Proper termination.
  - b. Proper circuit identification.
5. Cables Terminated Through Window Type CTs: Verify that neutrals and grounds are terminated for correct operation of protective devices.

#### B. Electrical Tests:

1. Insulation Resistance Tests:
  - a. Applied megohm-meter dc voltage in accordance with NETA ATS, Table 10.2.
  - b. Phase-to-phase and phase-to-ground for 1 minute on each pole.
  - c. Insulation resistance values equal to, or greater than ohm values established by manufacturer.
  - d. Provide test reports to Engineer and Owner that show where test measurements were taken and the results
2. Contact Resistance Tests:
  - a. Contact resistance in micro-ohms across each switch blade and fuse holder.
  - b. Investigate deviation of 50% or more from adjacent poles or similar switches.

### 3.5 MOLDED CASE CIRCUIT BREAKERS

A. General: Inspection and testing limited to circuit breakers rated 400 amperes and larger.

#### B. Visual and Mechanical Inspection:

1. Proper mounting.
2. Proper conductor size.

3. Feeder designation according to nameplate and one-line diagram.
4. Cracked casings.
5. Connection bolt torque level in accordance with NETA ATS, Table 10.1.
6. Operate frame size and trip setting with circuit breaker schedules or one-line diagram.
7. Compare frame size and trip setting with circuit breaker schedules or one-line diagram.
8. Verify that terminals are suitable for 75 degrees C rated insulated conductors.

C. Electrical Tests:

1. Insulation Resistance Tests:
  - a. Utilize 1,000-volt dc megohm-meter for 480- and 600-volt circuit breakers.
  - b. Pole-to-pole and pole-to-ground with breaker contacts opened for 1 minute.
  - c. Pole-to-pole and pole-to-ground with breaker contacts closed for 1 minute.
  - d. Test values to comply with NETA ATS, Table 10.2.
2. Contact Resistance Tests:
  - a. Contact resistance in micro-ohms across each pole.
  - b. Investigate deviation of 50% or more from adjacent poles and similar breakers.
3. Trip Coordination Study:
  - a. Provide coordination study of all new and existing equipment in the facility.
  - b. Adjust all circuit breaker settings per the coordination study.

### 3.6 INSTRUMENT TRANSFORMERS

A. Visual and Mechanical Inspection:

1. Visually Check Current, Potential, and Control Transformers for:
  - a. Cracked insulation.
  - b. Broken leads or defective wiring.
  - c. Proper connections
  - d. Adequate clearances between primary and secondary circuit wiring.
2. Verify Mechanically that:
  - a. Grounding and shorting connections have good contact.
  - b. Withdrawal mechanism and grounding operation, when applicable, operate properly.
3. Insulation resistance measurement on instrument transformer shall not be less than that shown in NETA ATS, Table 7.1.1.

### 3.7 METERING

A. Visual and Mechanical Inspection:

1. Verify meter connections in accordance with appropriate diagrams.
2. Verify meter multipliers.
3. Verify that meter types and scales conform to Contract Documents.
4. Check calibration of meters at cardinal points.
5. Check calibration of electrical transducers.

### 3.8 GROUNDING SYSTEMS

A. Visual and Mechanical Inspection:



1. Equipment and circuit grounds in motor control centers and panelboards assemblies for proper connection and tightness.
2. Ground bus connections in motor control centers and panelboards assemblies for proper termination and tightness.
3. Effective transformer core and equipment grounding.
4. Accessible connections to grounding electrodes for proper fit and tightness.
5. Accessible exothermic-weld grounding connections to verify that molds were fully filled, and proper bonding was obtained.
6. Test ground system using 3-point fall of potential test equipment. Ground system must provide less than 5 ohms to ground resistance. Provide test reports to Engineer and Owner that show where test measurements were taken and the results. System must be tested at all ground rods, concrete encased electrodes, ground busses and service entrance locations.

### 3.9 AC INDUCTION MOTORS

- A. General: Inspection and testing limited to motors rated 10 hp and larger.
- B. Visual and Mechanical Inspection:
  1. Proper electrical and grounding connections.
  2. Shaft alignment.
  3. Blockage of ventilating air passageways.
  4. Operate Motor and Check for:
    - a. Excessive mechanical and electrical noise.
    - b. Overheating.
    - c. Correct rotation.
    - d. Check vibration detectors, resistance temperature detectors, or motor inherent protectors for proper operation.
    - e. Excessive vibration.
  5. Check operation of space heaters.
- C. Electrical Tests:
  1. Insulation Resistance Tests:
    - a. In accordance with IEEE 43 at test voltages established by NETA ATS, Table 10.2 for:
      - 1) Motors above 200 hp for 10-minute duration with resistances tabulated at 30 seconds, 1 minute, and 10 minutes.
      - 2) Motors 200 hp and less for 1-minute duration with resistances tabulated at 30 and 60 seconds.
    - b. Insulation resistance values equal to, or greater than, ohm values established by manufacturers.
  2. Calculate polarization index ratios for motors above 200 hp. Investigate index ratios less than 1.5 for Class A insulation and 2.0 for Class B insulation.
  3. Insulation resistance test on insulated bearings in accordance with manufacturer's instructions.
  4. Measure running current and voltage and evaluate relative to load conditions and nameplate full-load amperes.

5. Provide test reports to Engineer and Owner that show where test measurements were taken and the results

### 3.10 LOW VOLTAGE MOTOR CONTROL

#### A. Visual and Mechanical Inspection:

1. Proper barrier and shutter installation and operation.
2. Proper operation of indicating and monitoring devices.
3. Proper overload protection for each motor.
4. Improper blockage of air-cooling passages.
5. Proper operation of draw out elements.
6. Integrity and contamination of us insulation system.
7. Check Door and Device Interlocking System By:
  - a. Closure attempt of device when door is in OFF or OPEN position.
  - b. Opening attempt of door when device is in ON or CLOSED position.
8. Check Nameplates for Proper Identification Of:
  - a. Equipment title and tag number with latest one-line diagram.
  - b. Pushbuttons.
  - c. Control switches.
  - d. Pilot lights.
  - e. Control relays.
  - f. Circuit breakers.
  - g. Indicating meters.
9. Verify that fuse and circuit breaker sizes and types conform to Contract Documents.
10. Verify that current and potential transformer ratios conform to Contract Documents.
11. Check Bus Connections for High Resistance by Low Resistance Ohmmeter and Calibrated Torque Wrench Applied to Bolted Joints:
  - a. Ohm value to be zero.
  - b. Bolt torque level in accordance with NETA ATS, Table 10.1, unless otherwise specified by manufacturer.
12. Check Operation and Sequencing of Electrical and Mechanical Interlock Systems by:
  - a. Closure attempt for locked open devices.
  - b. Opening attempt for locked closed devices.
13. Verify performance of each control device and feature furnished as part of the motor control center.
14. Control Wiring:
  - a. Compare wiring to local and remote control, and protective devices with elementary diagrams.
  - b. Check for proper conductor lacing and bundling.
  - c. Check for proper conductor identification.
  - d. Check for proper conductor lugs and connections.
15. Exercise active components.
16. Inspect Contactors For:
  - a. Correct mechanical operations.
  - b. Correct contact gap, wipe, alignment, and pressure.
  - c. Correct torque of all connections.
17. Compare overload heater rating with full-load current for proper size.
18. Compare fuse, motor protector, and circuit breaker with motor characteristics for proper size.

19. Perform phasing check on double-ended motor control centers to ensure proper bus phasing from each source.

B. Electrical Tests:

1. Insulation Resistance Tests:
  - a. Applied megohm-meter dc voltage in accordance with NETA ATS, Table 10.2.
  - b. Bus section phase-to-phase and phase-to-ground for 1 minute on each phase.
  - c. Contactor phase-to-ground and across open contacts for 1 minute on each phase.
  - d. Starter section phase-to-phase and phase-to-ground on each phase with starter contacts closed and protective devices open.
  - e. Test values to comply with NETA ATS, Table 10.2.
2. Current Injection through Overload Unit at 300% of Motor Full-Load Current and Monitor Trip Time:
  - a. Trip time in accordance with manufacturer's published data.
  - b. Investigate values in excess of 120 seconds.
3. Control Wiring Tests:
  - a. Apply secondary voltage to control power and potential circuits.
  - b. Check voltage levels at each point on terminal boards and each device terminal.
  - c. Insulation resistance test at 1,000 volts dc on control wiring except that connected to solid state components.
    - 1) Insulation resistance to be 1 megohm minimum.
4. Operational test by initiating control devices to affect proper operation.
5. Provide test reports to Engineer and Owner that show where test measurements were taken and the results

END OF SECTION 260753

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## SECTION 262200 - LOW-VOLTAGE TRANSFORMERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following types of dry-type transformers rated 600 V and less, with capacities up to 1000 kVA:
  - 1. Distribution transformers.
  - 2. Buck-boost transformers.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Indicate dimensions and weights.
  - 1. Wiring Diagrams: Power, signal, and control wiring.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Seismic Qualification Certification: Submit certification that transformers, accessories, and components will withstand seismic forces defined in Section 26 05 48 "Vibration and Seismic Controls for Electrical Systems."
- B. Field quality-control test reports.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 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 IEEE C57.12.91, "Test Code for Dry-Type Distribution and Power Transformers."

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ACME Electric Corporation; Power Distribution Products Division.
  - 2. Challenger Electrical Equipment Corp.; a division of Eaton Corp.
  - 3. Controlled Power Company.
  - 4. Eaton Electrical Inc.; Cutler-Hammer Products.
  - 5. Federal Pacific Transformer Company; Division of Electro-Mechanical Corp.
  - 6. General Electric Company.
  - 7. Hammond Co.; Matra Electric, Inc.
  - 8. Magnetek Power Electronics Group.
  - 9. Micron Industries Corp.
  - 10. Myers Power Products, Inc.
  - 11. Siemens Energy & Automation, Inc.
  - 12. Sola/Hevi-Duty.
  - 13. Square D; Schneider Electric.

### 2.2 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.
- B. Cores: Grain-oriented, non-aging silicon steel.
- C. Coils: Continuous windings without splices except for taps.
  - 1. Internal Coil Connections: Brazed or pressure type.
  - 2. Coil Material: Copper.

### 2.3 DISTRIBUTION TRANSFORMERS

- A. Comply with NEMA ST 20, and list and label as complying with UL 1561.
- B. Provide transformers that are constructed to withstand seismic forces specified in Section 26 05 48 "Vibration and Seismic Controls for Electrical Systems."
- C. Cores: One leg per phase.
- D. Enclosure: Ventilated, NEMA 250, Type 2.
  - 1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.
- E. Enclosure: Ventilated, NEMA 250, Type 3R.

1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.
- F. Transformer Enclosure Finish: Comply with NEMA 250.
1. Finish Color: Gray.
- G. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity
- H. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity
- I. Insulation Class: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.
- J. Energy Efficiency for Transformers Rated 15 kVA and Larger:
1. Complying with NEMA TP 1, Class 1 efficiency levels.
  2. Tested according to NEMA TP 2.
- K. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.
1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
  2. Indicate value of K-factor on transformer nameplate.
- L. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
- M. Wall Brackets: Manufacturer's standard brackets.

## 2.4 BUCK-BOOST TRANSFORMERS

- A. Description: Self-cooled, two-winding dry type, rated for continuous duty and with wiring terminals suitable for connection as autotransformer. Transformers shall comply with NEMA ST 1 and shall be listed and labeled as complying with UL 506 or UL 1561.
- B. Enclosure: Ventilated, NEMA 250, Type 2.
1. Finish Color: Gray.

## 2.5 IDENTIFICATION DEVICES

- A. Nameplates: Engraved, laminated-plastic or metal nameplate. Nameplates are specified in Section 260553 "Identification for Electrical Systems."

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install wall-mounting transformers level and plumb with wall brackets fabricated by transformer manufacturer.
  - 1. Brace wall-mounting transformers as specified in Section 26 05 48 "Vibration and Seismic Controls for Electrical Systems."
- B. Construct concrete bases and anchor floor-mounting transformers according to manufacturer's written instructions, seismic codes applicable to Project, and requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems."

### 3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
    - a. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
    - b. Perform 2 follow-up infrared scans of transformers, one at 4 months and the other at 11 months after Substantial Completion.
    - c. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.

### 3.3 ADJUSTING

- A. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

END OF SECTION 262200



## SECTION 262413 - SWITCHBOARDS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Service and distribution switchboards rated 600 V and less.
2. Transient voltage suppression devices.
3. Disconnecting and overcurrent protective devices.
4. Instrumentation.
5. Control power.
6. Accessory components and features.
7. Identification.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of product indicated.

##### B. Shop Drawings: For each switchboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
2. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards.
3. Include schematic and wiring diagrams for power, signal, and control wiring.

#### 1.3 INFORMATIONAL SUBMITTALS

##### A. Seismic Qualification Certificates: Submit certification that switchboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems."

##### B. Field quality-control reports.

#### 1.4 CLOSEOUT SUBMITTALS

##### A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

##### A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Comply with NEMA PB 2.
- C. Comply with NFPA 70.
- D. Comply with UL 891.

## 1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURED UNITS

- A. Manufacturers: Subject to compliance with requirements, the following manufacturers are approved:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Square D; a brand of Schneider Electric.
- B. Front-Connected, Front-Accessible Switchboards:
  - 1. Main Devices: Panel mounted.
  - 2. Branch Devices: Panel mounted.
  - 3. Sections front and rear aligned.
- C. Nominal System Voltage: 208Y/120 V
- D. Main-Bus Continuous: 1200 A.
- E. Seismic Requirements: Fabricate and test switchboards according to IEEE 344 to withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- F. Enclosure: Steel, NEMA 250, Type 3R.
  - 1. Enclosure Finish: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
  - 2. Enclosure: Flat roof; bolt-on rear covers for each section, with provisions for padlocking.
- G. Cubical Space Heaters: Factory-installed electric space heaters of sufficient wattage in each vertical section to maintain enclosure temperature above expected dew point.
- H. Space-Heater Control: Thermostats to maintain temperature of each section.

- I. Space-Heater Power Source: 120-V external branch circuit.
- J. Utility Metering Compartment: Fabricated, barrier compartment and section complying with utility company's requirements. If separate vertical section is required for utility metering, match and align with basic switchboard. Provide service entrance label and necessary applicable service entrance features.
- K. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.
- L. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartments.
- M. Pull Box on Top of Switchboard:
  - 1. Adequate ventilation to maintain temperature in pull box within same limits as switchboard.
  - 2. Removable covers shall form top, front, and sides. Top covers at rear shall be easily removable for drilling and cutting.
  - 3. Bottom shall be insulating, fire-resistive material with separate holes for cable drops into switchboard.
  - 4. Cable supports shall be arranged to facilitate cabling and adequate to support cables indicated, including those for future installation.
- N. Phase and Neutral Buses and Connections: Three phase, four wire unless otherwise indicated. Tin-plated, high-strength, electrical-grade aluminum alloy with tin-plated aluminum circuit-breaker line connections.
  - 1. Ground Bus: 1/4-by-2-inch minimum size, hard-drawn copper of 98 percent conductivity, equipped with pressure connectors for feeder and branch-circuit ground conductors.
  - 2. Main Phase Buses and Equipment Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
  - 3. Neutral Buses: 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with pressure connectors for outgoing circuit neutral cables.
- O. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.

## 2.2 TRANSIENT VOLTAGE SUPPRESSION DEVICES

- A. Surge Protection Device Description: IEEE C62.41-compliant, integrally mounted, solid-state, parallel-connected, with sine-wave tracking suppression and filtering modules, UL 1449, second edition, short-circuit current rating matching or exceeding the switchboard short-circuit rating, and with the following features and accessories:
  - 1. Fuses, rated at 200-kA interrupting capacity.
  - 2. LED indicator lights for power and protection status.
  - 3. Audible alarm, with silencing switch, to indicate when protection has failed.
  - 4. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of system operation. Contacts shall reverse position on failure of any surge diversion module or on opening of any current-limiting device.

5. Transient-event counter set to totalize transient surges.
- B. Peak Single-Impulse Surge Current Rating: 160 kA per mode/320 kA per phase.
  - C. Withstand Capabilities: 5000 IEEE C62.41, Category C3 (10 kA), 8-by-20-mic.sec. surges with less than 5 percent change in clamping voltage.
  - D. Protection modes and UL 1449 SVR for grounded wye circuits with 208Y/120 V, three-phase, four-wire circuits shall be as follows:
    1. Line to Neutral: 400 V for 208Y/120.
    2. Line to Ground: 400 V for 208Y/120.
    3. Neutral to Ground: 400 V for 208Y/120.

### 2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with series-connected rating 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.
  2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
  3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:
    - a. Instantaneous trip.
    - b. Long- and short-time pickup levels.
    - c. Long- and short-time time adjustments.
    - d. Ground-fault pickup level, time delay, and  $I^2t$  response.
  4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
  5. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
    - a. Standard frame sizes, trip ratings, and number of poles.
    - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.
    - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
    - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    - e. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function.
    - f. Communication Capability: Din-rail-mounted communication module with functions and features compatible with power monitoring utilizing Modbus TCP.
    - g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.

- h. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
  - i. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
  - j. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
- B. Insulated-Case Circuit Breaker (ICCB): 100 percent rated, sealed, insulated-case power circuit breaker with interrupting capacity rating to meet available fault current.
- 1. Fixed circuit-breaker mounting.
  - 2. Two-step, stored-energy closing.
  - 3. Standard-function, microprocessor-based trip units with interchangeable rating plug, trip indicators, and the following field-adjustable settings:
    - a. Instantaneous trip.
    - b. Long- and short-time time adjustments.
    - c. Ground-fault pickup level, time delay, and I<sup>2</sup>t response.
  - 4. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function.
  - 5. Remote trip indication and control.
  - 6. Communication Capability: Integral communication module with Modbus TCP or Ethernet IP.
  - 7. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
  - 8. Control Voltage: 120-V ac.
- C. Bolted-Pressure Contact Switch: Operating mechanism uses rotary-mechanical-bolting action to produce and maintain high clamping pressure on the switch blade after it engages the stationary contacts.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Boltswitch, Inc.
    - b. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
    - c. Pringle Electrical Manufacturing Company, Inc.
    - d. Square D; a brand of Schneider Electric.
  - 2. Operating Mechanism: Manual handle operation to close switch; stores energy in mechanism for opening and closing.
    - a. Electrical Trip: Operation of lever or push-button trip switch, or trip signal from ground-fault relay or remote-control device, causes switch to open.
    - b. Mechanical Trip: Operation of mechanical lever, push button, or other device causes switch to open.

3. Auxiliary Switches: Factory installed, single pole, double throw, with leads connected to terminal block, and including one set more than quantity required for functional performance indicated.
  4. Service-Rated Switches: Labeled for use as service equipment.
  5. Ground-Fault Relay: Comply with UL 1053; self-powered type with mechanical ground-fault indicator, test function, tripping relay with internal memory, and three-phase current transformer/sensor.
    - a. Configuration: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
  6. Open-Fuse Trip Device: Arranged to trip switch open if a phase fuse opens.
- D. High-Pressure, Butt-Type Contact Switch: Operating mechanism uses butt-type contacts and a spring-charged mechanism to produce and maintain high-pressure contact when switch is closed.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  2. Operating Mechanism: Manual handle operation to close switch; stores energy in mechanism for opening and closing.
    - a. Electrical Trip: Operation of lever or push-button trip switch, or trip signal from ground-fault relay or remote-control device, causes switch to open.
    - b. Mechanical Trip: Operation of mechanical lever, push button, or other device causes switch to open.
  3. Auxiliary Switches: Factory installed, single pole, double throw, with leads connected to terminal block, and including one set more than quantity required for functional performance indicated.
  4. Service-Rated Switches: Labeled for use as service equipment.
  5. Ground-Fault Relay: Comply with UL 1053; self-powered type with mechanical ground-fault indicator, test function, tripping relay with internal memory, and three-phase current transformer/sensor.
    - a. Configuration: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
  6. Open-Fuse Trip Device: Arranged to trip switch open if a phase fuse opens.
- E. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
- F. Fuses are specified in Section 262813 "Fuses."

## 2.4 INSTRUMENTATION

- A. Instrument Transformers: IEEE C57.13, NEMA EI 21.1, and the following:

1. Current Transformers: IEEE C57.13; 5 A, 60 Hz, secondary and secondary shorting device. Burden and accuracy shall be consistent with connected metering and relay devices.
  2. Control-Power Transformers: Dry type, mounted in separate compartments for units larger than 3 kVA.
  3. Current Transformers for Neutral and Ground-Fault Current Sensing: Connect secondary wiring to ground overcurrent relays, via shorting terminals, to provide selective tripping of main and tie circuit breaker. Coordinate with feeder circuit-breaker, ground-fault protection.
- B. Multifunction Digital-Metering Monitor: Microprocessor-based unit suitable for three- or four-wire systems and with the following features:
1. Switch-selectable digital display of the following values with maximum accuracy tolerances as indicated:
    - a. Phase Currents, Each Phase: Plus or minus 1 percent.
    - b. Phase-to-Phase Voltages, Three Phase: Plus or minus 1 percent.
    - c. Phase-to-Neutral Voltages, Three Phase: Plus or minus 1 percent.
    - d. Megawatts: Plus or minus 2 percent.
    - e. Megavars: Plus or minus 2 percent.
    - f. Power Factor: Plus or minus 2 percent.
    - g. Frequency: Plus or minus 0.5 percent.
    - h. Accumulated Energy, Megawatt Hours: Plus or minus 2 percent; accumulated values unaffected by power outages up to 72 hours.
    - i. Megawatt Demand: Plus or minus 2 percent; demand interval programmable from five to 60 minutes.
  2. Mounting: Display and control unit flush or semiflush mounted in instrument compartment door.

## 2.5 CONTROL POWER

- A. Control Circuits: 120-V ac, supplied through secondary disconnecting devices from control-power transformer.
- B. Electrically Interlocked Main and Tie Circuit Breakers: Two control-power transformers in separate compartments, with interlocking relays, connected to the primary side of each control-power transformer at the line side of the associated main circuit breaker. 120-V secondaries connected through automatic transfer relays to ensure a fail-safe automatic transfer scheme.
- C. Control-Power Fuses: Primary and secondary fuses for current-limiting and overload protection of transformer and fuses for protection of control circuits.
- D. Control Wiring: Factory installed, with bundling, lacing, and protection included. Provide flexible conductors for No. 8 AWG and smaller, for conductors across hinges, and for conductors for interconnections between shipping units.

## 2.6 ACCESSORY COMPONENTS AND FEATURES

- A. Portable Test Set: For testing functions of solid-state trip devices without removing from switchboard. Include relay and meter test plugs suitable for testing switchboard meters and switchboard class relays.
- B. Spare-Fuse Cabinet: Suitably identified, wall-mounted, lockable, compartmented steel box or cabinet. Arrange for wall mounting.

## 2.7 IDENTIFICATION

- A. Service Equipment Label: NRTL labeled for use as service equipment for switchboards with one or more service disconnecting and overcurrent protective devices.

# PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Receive, inspect, handle, store and install switchboards and accessories according to NEMA PB 2.1.
- B. Equipment Mounting: Install switchboards on concrete base, 4-inch nominal thickness. Comply with requirements for concrete base specified in Section 033000 "Cast-in-Place Concrete."
  - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
  - 2. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
  - 3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 4. Install anchor bolts to elevations required for proper attachment to switchboards.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from switchboard units and components.
- D. Comply with mounting and anchoring requirements specified in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- E. Install filler plates in unused spaces of panel-mounted sections.
- F. Install overcurrent protective devices, transient voltage suppression devices, and instrumentation.
  - 1. Set field-adjustable switches and circuit-breaker trip ranges.
- G. Install spare-fuse cabinet.
- H. Comply with NECA 1.



- I. Comply with requirements for terminating feeder bus specified in Section 262500 "Enclosed Bus Assemblies." Drawings indicate general arrangement of bus, fittings, and specialties.
- J. Comply with requirements for terminating cable trays specified in Section 260536 "Cable Trays for Electrical Systems." Drawings indicate general arrangement of cable trays, fittings, and specialties.

### 3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Switchboard Nameplates: Label each switchboard compartment with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Device Nameplates: Label each disconnecting and overcurrent protective device and each meter and control device mounted in compartment doors with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- B. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Switchboard will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262413

## SECTION 263213 – ENGINE GENERATORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. General: The CONTRACTOR shall provide a factory assembled standby diesel electric generator system complete and operable with digital electronic controls, in conformance to the Contract Documents.
- B. The provisions of this Section apply to standby diesel electric generators throughout the Contract Documents, except as indicated otherwise.
- C. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.
- D. The generator set manufacturer shall warrant all equipment provided under this section, whether or not is manufactured by the generator set manufacturer, so that there is one source for warranty and product service. Technicians specifically trained and certified by the manufacturer to support the product and employed by the generator set supplier shall service the generator set.
- E. The CONTRACTOR shall be responsible for obtaining any required air quality permits on behalf of the OWNER, posting all public notices, and shall include all associated fees in their bid, listed as separate line items in the schedule of values. The generator vendor shall provide the Contractor with the documentation required for permitting, showing published proof of EPA certification on the engine specified and furnished herein.

#### 1.2 CODES AND STANDARDS

- A. The generator set and its installation and on-site testing shall conform to the requirements of the following codes and standards:
  - 1. CSA C22.2, No. 14 – M91 Industrial Control Equipment
  - 2. CSA 282, 1989 Emergency Electrical Power Supply for Buildings
  - 3. EN50082-2, Electromagnetic Compatibility – Generic Immunity Requirements, Part 2: Industrial.
  - 4. EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
  - 5. FCC Part 15, Subpart B.
  - 6. IEC8528 part 4. Control Systems for Generator Sets.
  - 7. IEC Std 801.2, 801.3, and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions.
  - 8. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
  - 9. IEEE587 for voltage surge resistance.
  - 10. Mil Std 461D –1993. Military Standard, Electromagnetic Interference Characteristics.
  - 11. Mil Std 462D - 1993. Military Standard, Measurement of Electromagnetic Interference Characteristics.
  - 12. NEMA ICS10-1993 – AC Generator sets.
  - 13. NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702

14. NFPA99 – Essential Electrical Systems for Health Care Facilities.
  15. NFPA110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement
  16. UL508. The entire control system of the generator set shall be UL508 listed and labeled.
  17. UL2200. The generator set shall be listed to UL2200 or submit to an independent third-party certification process to verify compliance as installed.
- B. The generator set manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

### 1.3 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. Kohler Power Systems; Generator Division.
  - b. Onan/Cummins Power Generation; Industrial Business Group.
  - c. Caterpillar; Engine Div.

### 1.4 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 013000 - Contractor Submittals.
- B. Submit shop drawings containing actual dimensions, complete wiring and schematic diagrams, control diagrams, and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Shop drawings shall show proposed layout, anchoring, support and appurtenances, including clearances for maintenance and operations. Shop drawings shall show details of piping connections for fuel.
- C. Submit a complete list of equipment and material, including manufacturer's specifications, performance charts, catalog cuts and installation instructions, and recommended spare parts list. Submit data for each different item of equipment specified, including but not limited to engine, generator, switchgear, automatic transfer switch, vibration isolators, radiator, and other components. The data shall include a complete list of parts and source of supply.
- D. Submit performance test reports in booklet form showing all field tests, and adjustments performed to prove compliance with specified criteria.
- E. Operation and maintenance (O&M) manuals shall describe the step-by-step procedure required for system start-up, operation and routine maintenance. The O&M manuals shall include troubleshooting and repair guidelines, as well as wiring diagrams of the system as installed.
- F. Miscellaneous:
1. Dimensions, dry and wet weight.
  2. Manufacturer's kilowatts output curve and fuel consumption.

3. Manufacturer's transient response data of the complete engine generator set upon 50%, 75%, and 100% block loads at 1.0 pf. Data shall include maximum voltage dips, maximum frequency dips, and recovery time periods.
  4. Engine altitude duration curve
  5. Generator motor starting curves showing the voltage dips versus starting KVA.
  6. Prototype test certifications showing all components comply with specifications.
- G. The following spare parts for the engine generator shall be supplied to the OWNER prior to acceptance of work: Two sets of oil filters, two sets of heavy-duty air filters, one dozen spare lamps, two fuses (for each control circuit).
1. Two set of oil filters.
  2. Two sets of heavy-duty air filters
  3. One dozen spare lamps
  4. Fuses (for each control circuit)

## PART 2 -- PRODUCTS

### 2.1 ENGINE GENERATOR SET

#### A. Requirements

1. All materials, equipment, and parts comprising the units specified herein, shall be new and unused, and of the highest grade.
2. The engine, generator and all major items of auxiliary equipment shall be manufactured by manufacturers currently engaged in the production of such equipment. The unit shall be factory assembled and tested by the engine SUPPLIER and shipped to the job site by his authorized dealer having a parts and service facility in the area. The performance of the electric plant shall be certified by SUPPLIER as to the plant's full power rating, stability and voltage and frequency regulation, and field load tested at site.
3. The units offered under these Contract Documents shall be covered by the SUPPLIER's standard warranty, or guarantee, on new machines, and shall be a minimum of two years after the date of substantial completion.

#### B. Ratings

1. The generator set shall operate at 1800 rpm and at a voltage of: 208 Volts AC, Three phase, Four-wire, 60 hertz.
2. The generator set shall be rated at 240 kW, 300 kVA at 0.8 PF, after de-rating, based on site conditions of: Altitude 4400 ft. (1340 meters), ambient temperatures up to 122 degrees F (50 degrees C). The 240 kW sizing is an approximation and it is the supplier's responsibility to properly size the generator based upon the following steps (include capacity for 20% additional future expansion):
  - a. Step 1 – Auxiliary Power – Estimated Load is 30kW
3. The generator set rating shall be based on emergency/standby service.

#### C. Performance

1. Voltage regulation shall be plus or minus 0.5 percent for any constant load between no load and rated load for both parallel and non-parallel applications. Random voltage

variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.

2. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%.
3. The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
4. The generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified kVA load at near zero power factor applied to the generator set.
5. The alternator shall produce a clean AC voltage waveform, with not more than 5% total harmonic distortion at full linear load, when measured from line to neutral, and with not more than 3% in any single harmonic. Telephone influence factor shall be less than 40.

#### D. Construction

1. The engine-generator set shall be mounted on a heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails.
2. All switches, lamps, and meters in the control system shall be oil-tight and dust-tight, and the enclosure door shall be gasketed. There shall be no exposed points in the control (with the door open) that operate in excess of 50 volts.

#### E. Connections

1. The generator set load connections shall be composed of tin-plated copper bus bars, drilled to accept mechanical or compression terminations of the number and type as shown on the drawings. Sufficient lug space shall be provided for use with cables of the number and size as shown on the drawings.
2. Power connections to auxiliary devices shall be made at the devices, with required protection located at a wall-mounted common distribution panel.
3. Generator set control interfaces to other system components shall be made on a common, permanently labeled terminal block assembly.

## 2.2 ENGINE AND ENGINE EQUIPMENT

- A. The engine shall be diesel, 4 cycle, radiator and fan cooled with 6 cylinders. The horsepower rating of the engine at its minimum tolerance level shall be sufficient to drive the alternator and all connected accessories. Two cycle engines are not acceptable. Engine accessories and features shall include:
- B. An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and

excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous or parallel states.

- C. Skid-mounted radiator and cooling system rated for full load operation in 122 degrees F (50 degrees C) ambient as measured at the generator air inlet, based on 0.5 in H<sub>2</sub>O external static head. Radiator shall be sized based on a core temperature which is 20F higher than the rated operation temperature, or prototype tested to verify cooling performance of the engine/radiator/fan operation in a controlled environment. Radiator shall be provided with a duct adapter flange. The cooling system shall be filled with a 50/50-ethylene glycol/water mixture by the equipment SUPPLIER. Rotating parts shall be guarded against accidental contact.
- D. Electric starter(s) capable of three complete cranking cycles without overheating.
- E. Positive displacement, mechanical, full pressure, lubrication oil pump.
- F. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.
- G. An engine driven, mechanical, positive displacement fuel pump. Fuel filter with replaceable spin-on canister element. Fuel cooler, suitable for operation of the generator set at full rated load in the ambient temperature specified shall be provided if required for operation due to the design of the engine and the installation.
- H. Replaceable dry element air cleaner with restriction indicator.
- I. Flexible supply and return fuel lines.
- J. Engine mounted battery charging alternator, 40-ampere minimum, and solid-state voltage regulator.
- K. Coolant heater.
  - 1. Engine mounted, thermostatically controlled, coolant heater(s) for each engine. Heater voltage shall be as shown on the project drawings. The coolant heater shall be UL499 listed and labeled.
  - 2. The coolant heater shall be installed on the engine with silicone hose connections. Steel tubing shall be used for connections into the engine coolant system wherever the length of pipe run exceeds 12 inches. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using quick disconnect couplers to isolate the heater for replacement of the heater element. The quick disconnect/automatic sealing couplers shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss.
  - 3. The coolant heater shall be provided with a 24VDC thermostat, installed at the engine thermostat housing. An AC power connection box shall be provided for a single AC power connection to the coolant heater system.
  - 4. The coolant heater(s) shall be sized as recommended by the engine SUPPLIER to warm the engine to a minimum of 100F (40C) in a 40F ambient, in compliance with

NFPA110 requirements, or the temperature required for starting and load pickup requirements of this specification.

- L. Provide vibration isolators, spring/pad type, quantity as recommended by the generator set SUPPLIER. Isolators shall include seismic restraints if required by site location.
- M. Starting and Control Batteries shall be calcium/lead antimony type, 24-volt DC, sized as recommended by the engine SUPPLIER, complete with battery cables and connectors.
- N. Provide an exhaust silencer for each engine of size and type as recommended by the generator set SUPPLIER and approved by the engine manufacturer. The mufflers shall be critical grade. Exhaust system shall be installed according to the engine manufacturer's recommendations and applicable codes and standards.
- O. A UL listed/CSA certified 10-amp voltage regulated battery charger shall be provided for each engine-generator set. The charger may be located in an automatic transfer switch, or may be wall mounted, at the discretion of the installer. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float, taper and equalize charge settings. Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30VDC for remote indication of:
  - 1. Loss of AC power - red light
  - 2. Low battery voltage - red light
  - 3. High battery voltage - red light
  - 4. Power ON - green light (no relay contact)
  - 5. Charger shall include an Analog DC voltmeter and ammeter, 12-hour equalize charge timer, and AC and DC fuses
- P. Provide a dual wall sub-base fuel storage tank with 24 hours of capacity at full load. The tank shall be constructed of corrosion resistant steel and shall be UL listed. The equipment, as installed, shall meet all local and regional requirements for above ground tanks.

### 2.3 GENERATOR

- A. The AC generator shall be; synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single prelubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees Centigrade.
- B. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5 percent above or below rated voltage.
- C. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or three phase fault at approximately 300% of rated current for not more than 10 seconds.
- D. The subtransient reactance of the alternator shall not exceed 12 percent, based on the standby rating of the generator set.

## 2.4 GENERATOR SET CONTROL

- A. The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote monitoring and control as described in this specification.
- B. The control shall be mounted on the generator set. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.
- C. The generator set mounted control shall include the following switches:
  - 1. MODE SELECT switch. The mode select switch shall initiate the following control modes. When in the RUN or Manual position the generator set shall start and accelerate to rated speed and voltage as directed by the operator. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
  - 2. EMERGENCY STOP switch. Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down and be locked out from automatic restarting.
  - 3. RESET switch. The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
  - 4. PANEL LAMP switch. Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.
- D. The generator set mounted control shall include the following AC Output Metering with the following features and functions:
  - 1. Analog voltmeter, ammeter, frequency meter, and kilowatt (KW) meter. Voltmeter and ammeter shall display all three phases. Ammeter and KW meter scales shall be color coded in the following fashion: readings from 0-90% of generator set standby rating: green; readings from 90-100% of standby rating: amber; readings in excess of 100%: red.
  - 2. Digital metering set, 0.5% accuracy, to indicate generator RMS voltage and current, frequency, output current, output KW, KW-hours, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral voltages and shall display all three phase voltages (line to neutral or line to line) simultaneously.
  - 3. Both analog and digital metering are required. The analog and digital metering equipment shall be driven by a single microprocessor, to provide consistent readings and performance.
- E. The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status, and existing warning and shutdown conditions. The lamps shall be high-intensity LED type. The lamp condition shall be clearly apparent under bright



room lighting conditions. The generator set control shall indicate the existence of the following alarm and shutdown conditions on an alphanumeric digital display panel.

1. Low Oil Pressure (alarm).
2. Low Oil Pressure (shutdown).
3. Oil Pressure Sender Failure (alarm).
4. Low Coolant Temperature (alarm).
5. High Coolant Temperature (alarm).
6. High Coolant Temperature (shutdown).
7. Engine Temperature Sender Failure (alarm).
8. Low Coolant Level (alarm or shutdown—selectable)
9. Fail to Crank (shutdown)
10. Fail to Start/Overcrank (shutdown)
11. Overspeed (shutdown)
12. Low DC Voltage (alarm)
13. High DC Voltage (alarm)
14. Weak Battery (alarm)
15. Low Fuel-Daytank (alarm)
16. High AC Voltage (shutdown)
17. Low AC Voltage (shutdown)
18. Under Frequency (shutdown)
19. Over Current (warning)
20. Over Current (shutdown)
21. Short Circuit (shutdown)
22. Over Load (alarm)
23. Emergency Stop (shutdown)
24. Provisions shall be made for indication of four customer-specified alarm or shutdown conditions. Labeling of the customer-specified alarm or shutdown conditions shall be of the same type and quality as the above specified conditions. The non-automatic indicating lamp shall be red and shall flash to indicate that the generator set is not able to automatically respond to a command to start from a remote location.

F. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

G. The generator set mounted control shall include the following engine status monitoring:

1. Engine Oil Pressure (psi or kPA)
2. Engine Coolant Temperature (degrees F or C)
3. Engine Oil Temperature (degrees F or C)
4. Engine Speed (rpm)
5. Number of Hours of Operation (hours)
6. Number of Start Attempts
7. Battery Voltage (DC volts)
8. The control system shall also incorporate a data logging and display provision to allow logging of the last 10 warning or shutdown indications on the generator set, as well as total time of operation at various loads, as a percent of the standby rating of the generator set.

H. The generator set mounted control shall include the following engine control functions:

1. The control system provided shall include a cycle cranking system, which allows for user selected crank time, rest time, and # of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each, with 15-second rest period between cranking periods.
2. The control system shall include an idle mode control, which allows the engine to run in idle mode in the RUN position only. In this mode, the alternator excitation system shall be disabled.
3. The control system shall include an engine governor control, which functions to provide steady state frequency regulation as noted elsewhere in this specification. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit exhaust smoke while the unit is starting. The governor control shall be suitable for use in paralleling applications without component changes.
4. The control system shall include time delay start (adjustable 0-300 seconds) and time delay stop (adjustable 0-600 seconds) functions.
5. The control system shall include sender failure monitoring logic for speed sensing, oil pressure, and engine temperature which is capable of discriminating between failed sender or wiring components, and an actual failure conditions.
6. The generator system shall be provided with a communications system that allows for monitoring of the system via a Modbus TCP connection to the facility's control system. Provide a Modbus memory map that allows for monitoring of the generator's operational state, alarm conditions, output voltage, current & power and fuel level.

I. Alternator Control Functions:

1. The generator set shall include an automatic digital voltage regulation system that is matched, and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from misoperation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of [58-59] HZ. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.
2. Controls shall be provided to monitor the output current of the generator set and initiate an alarm (over current warning) when load current exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (over current shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.
3. Controls shall be provided to individually monitor all three phases of the output current for short circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (short circuit

shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.

4. Controls shall be provided to monitor the KW load on the generator set and initiate an alarm condition (overload) when total load on the generator set exceeds the generator set rating for in excess of 5 seconds. Controls shall include a load shed control, to operate a set of dry contacts (for use in shedding customer load devices) when the generator set is overloaded.
  5. An AC over/under voltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator-set voltage level for more than 10 seconds, or with no intentional delay when voltage exceeds 130%. Under voltage shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds.
  6. A battery monitoring system shall be provided which initiates alarms when the DC control and starting voltage is less than 25VDC or more than 32 VDC. During engine cranking (starter engaged), the low voltage limit shall be disabled, and if DC voltage drops to less than 14.4 volts for more than two seconds a "weak battery" alarm shall be initiated.
- J. The generator set shall be provided with a mounted main line circuit breaker, sized to carry the rated output current of the generator set. The circuit breaker shall incorporate an electronic trip unit that operates to protect the alternator under all overcurrent conditions, or a thermal-magnetic trip with other overcurrent protection devices that positively protect the alternator under overcurrent conditions. The supplier shall submit time overcurrent characteristic curves and thermal damage curve for the alternator, demonstrating the effectiveness of the protection provided.

## 2.5 OUTDOOR WEATHER-PROTECTIVE HOUSING

- A. The enclosure shall include hinged doors for access to both sides of the engine and alternator, and the control equipment. Key-locking and padlockable door latches shall be provided for all doors. Door hinges shall be stainless steel.
- B. The CONTRACTOR shall be responsible for appropriate sizing, location, and proper functioning as per the manufacturer's requirements.
- C. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturers standard color. All surfaces of all metal parts shall be primed and painted.
- D. Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant and designed to minimize marring of the painted surface when removed for normal installation or service work.
- E. Generator Sound Attenuation: The outdoor weather-protection housing shall also provide sound attenuation by allowing a maximum of 85 dBA at a distance of 23 feet from the generator enclosure.
- F. If the housing doors are elevated due to the fuel tank base, provide a portable platform system that is designed specifically for the generator assembly.

## 2.6 AUXILIARY POWER SYSTEM

- A. The generator shall be provided a 480V auxiliary feeder from the facility power distribution system. The generator assembly shall be designed to accept that feeder and provide disconnecting means, step down transformer (120/208V) and distribution panelboards as required for a complete and operable system.
- B. Provide lights and a light switch for the interior of the enclosure.
- C. Provide fans and heaters as necessary to prevent cold starts and overheating.
- D. Provide a 20A 120V convenience receptacle.
- E. Provide power to the battery charging system.

## PART 3 -- EXECUTION

### 3.1 SEQUENCE OF OPERATION

- A. Generator set shall start on receipt of a start signal from remote equipment. The start signal shall be via hardwired connection to the generator set control.
- B. The generator set shall complete a time delay start period as programmed into the control.
- C. The generator set control shall initiate the starting sequence for the generator set. The starting sequence shall include the following functions:
  - 1. The control system shall verify that the engine is rotating when the starter is signaled to operate. If the engine does not rotate after two attempts, the control system shall shut down and lock out the generator set and indicate "fail to crank" shutdown.
  - 2. The engine shall fire and accelerate as quickly as practical to start disconnect speed. If the engine does not start, it shall complete a cycle cranking process as described elsewhere in this specification. If the engine has not started by the completion of the cycle cranking sequence, it shall be shut down and locked out, and the control system shall indicate "fail to start".
  - 3. The engine shall accelerate to rated speed and the alternator to rated voltage. Excitation shall be disabled until the engine has exceeded programmed idle speed and regulated to prevent over voltage conditions and oscillation as the engine accelerates and the alternator builds to rated voltage.
- D. On reaching rated speed and voltage, the generator set shall operate as dictated by the control system in isochronous, synchronize, load share, load demand, or load govern state.
- E. When all start signals have been removed from the generator set, it shall complete a time delay stop sequence. The duration of the time delay stop period shall be adjustable by the operator.
- F. On completion of the time delay stop period, the generator set control shall switch off the excitation system and shall shut down.
- G. Any start signal received after the time stop sequence has begun shall immediately terminate the stopping sequence and return the generator set to isochronous operation.

### 3.2 INSTALLATION

- A. Equipment shall be installed by the CONTRACTOR in accordance with Final Submittals and Contract Documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with SUPPLIER's instructions and instructions included in the listing or labeling of UL listed products.
- B. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The CONTRACTOR shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment SUPPLIER.
- C. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with SUPPLIER's instructions and seismic requirements of the site.
- D. Equipment shall be initially started and operated by representatives of the SUPPLIER.
- E. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- F. Related electrical WORK involving connections, controls, switches, and disconnects shall be performed in accordance with the applicable sections of Division 16.

### 3.3 FACTORY TESTING

- A. The generator set SUPPLIER shall perform a complete operational test on the generator set prior to shipping from the factory. A certified test report shall be provided to the ENGINEER. Equipment supplied shall be fully tested at the factory for function and performance.
- B. Factory testing may be witnessed by the OWNER and ENGINEER. Costs for travel expenses will be the responsibility of the OWNER and ENGINEER. SUPPLIER is responsible to provide two weeks' notice for testing.
- C. Generator set factory tests on the equipment shall be performed at rated load and rated power factor. Generator sets that have not been factory tested at rated power factor will not be acceptable. Tests shall include run at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

### 3.4 ON-SITE ACCEPTANCE

- A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the SUPPLIER, with required fuel supplied by Contractor. The ENGINEER shall be notified in advance and shall have the option to witness the tests.
- B. Installation acceptance tests to be conducted on-site shall include a "cold start" test, a two-hour full load test, and a one step rated load pickup test in accordance with NFPA 110.

Provide a resistive load bank and make temporary connections for full load test, if necessary.

### 3.5 TRAINING

- A. The equipment SUPPLIER shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

### 3.6 SERVICE AND SUPPORT

- A. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The SUPPLIER shall maintain an inventory of critical replacement parts at the local service organization, and in-service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- B. The SUPPLIER shall maintain model and serial number records of each generator set provided for at least 20 years.

### 3.7 WARRANTY

- A. The generator set and associated equipment shall be warranted for a period of not less than 2 years from the date of commissioning against defects in materials and workmanship.
- B. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

END OF SECTION 263213

## SECTION 262416 - PANELBOARDS

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. This section covers electrical panelboards.

#### 1.2 SUBMITTALS

- A. Products shall be submitted in accordance with Section 26 00 00, and the Contract Documents, prior to installation.
- B. Panel layout with alphanumeric designation, branch circuit breaker sizes and types, AIC rating, bus sizes, bus material and other characteristics.

#### 1.3 QUALITY ASSURANCE

- A. NEMA PB-1, Panelboards
- B. NEC
- C. UL67, Panelboards

### PART 2 - PRODUCTS

#### 2.1 PANELBOARDS

- A. Dead-front panelboards, including lighting distribution and control panels, shall be furnished and installed as indicated on the Plans. Buses shall be tin-plated copper. If shown on the drawings as 4 wire, neutral shall be 100% rated. Mounting and type of enclosures shall be as indicated on the Plans. Where not indicated, indoor enclosures shall be NEMA 12 and outdoor enclosures shall be NEMA 4. The minimum interrupting capacity of any device shall be 22 KAIC unless otherwise indicated on the Plans.
- B. All lighting panels shall have surge protection devices.
- C. Protective devices shall be replaceable without disturbing adjacent units and shall be of the bolt-on type. Snap in protective devices will not be accepted. Wire connectors shall be suitable for wire sizes indicated. Branch circuits shall be numbered as indicated on the Plans, and a complete typed circuit schedule shall be furnished under a transparent cover and affixed to the inside of the panel access door. Phase busing shall be full height without reduction. Full size neutral and ground bars shall be included and shall have suitable lugs for each outgoing circuit requiring connection. Spaces for future protective devices provided in lighting panels shall be bused for the maximum device that can be fitted into them.
- D. Panelboards shall be finished with a primer, rust resistant phosphate undercoat and two coats of oven baked enamel with finish ANSI grey. They shall be sized to provide a minimum of 4 inches of gutter space on all sides. Doors shall not uncover any live parts and shall be hinged

and have latches that require no tool to operate. Panelboard doors shall be lockable. Lock and two keys shall be furnished.

- E. Each panelboard shall have, on the outside of the door, a lamicoid nameplate with ¾-inch letters as specified elsewhere in these Contract Documents.
- F. Panelboards shall be as manufactured by Square D, General Electric, Eaton / Cutler Hammer, or equal.
- G. Panelboards shall be service entrance rated where required, and as shown on the Plans.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Panelboards shall be installed as indicated on the plans and according to manufacturer's instructions.
- B. Provide grounding per NEC, and Section 260526.
- C. Contractor shall verify all NEC clearance requirements prior to installation.

END OF SECTION 262416



## SECTION 262819 – DISCONNECT SWITCHES

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. This section covers electrical disconnecting switches.

#### 1.2 SUBMITTALS

- A. Products shall be submitted in accordance with Section 26000, and elsewhere in the Contract Documents, prior to installation.

### PART 2 - PRODUCTS

#### 2.1 DISCONNECT SWITCHES

- A. Disconnect switches shall be heavy-duty safety switches with a quick-make, quick-break operating mechanism, with full cover interlock, and indicator handle.
- B. Where specified as fused disconnect switches, disconnects shall be furnished with fuses of the size indicated on the Plans. One set of spare fuses shall be furnished for each fused disconnect switch.
- C. Disconnect switches shall be NEMA type HD heavy duty construction, UL 98 listed.
- D. Enclosures shall be rated NEMA 12 for indoor use, and NEMA 3R for outdoor use, unless otherwise indicated on the Plans.
- E. Disconnect switch handle shall be padlockable.
- F. Disconnect switches in damp, wet or corrosive areas as indicated on the Plans, shall be NEMA 4X, 304 stainless steel. All disconnect switches in wastewater applications shall be NEMA 4X unless otherwise noted on the plans.
- G. Disconnect switches located in hazardous locations shall be rated NEMA 7.
- G. Disconnect switches shall be as manufactured by Square D, Cutler-Hammer, Allen-Bradley, no equal.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Disconnect switches shall be installed as indicated on the Plans.
- B. Provide grounding per NEC, and Section 260526.

END OF SECTION 262819

## SECTION 263600 - TRANSFER SWITCHES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.
- B. See Section 213113 "Electric-Drive, Centrifugal Fire Pumps" for automatic transfer switches for fire pumps.
- C. See Section 213213 "Electric-Drive, Vertical-Turbine Fire Pumps" for automatic transfer switches for fire pumps.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Seismic Qualification Certification: Submit certification that transfer switches accessories, and components will withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems." Include the following:
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
    - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
  - 2. Dimensioned Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based.
- B. Field quality-control test reports.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

## 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 ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 99.
- E. Comply with NFPA 110.
- F. Comply with UL 1008 unless requirements of these Specifications are stricter.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Caterpillar; Engine Div.
  - b. Emerson; ASCO Power Technologies, LP.
  - c. GE Zenith Controls.
  - d. Kohler Power Systems; Generator Division.
  - e. Onan/Cummins Power Generation; Industrial Business Group.
  - f. MTU Energy.

### 2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
  - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
  - 1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
  - 2. Switch Action: Double throw; mechanically held in both directions.
  - 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- H. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- I. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.
- J. Battery Charger: For generator starting batteries.
  - 1. Float type rated 10 A.
  - 2. Ammeter to display charging current.
  - 3. Fused ac inputs and dc outputs.
- K. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

## 2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- D. Transfer Switches Based on Molded-Case-Switch Components: Comply with NEMA AB 1, UL 489, and UL 869A.
- E. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase.
- F. Motor Disconnect and Timing Relay: Controls designate starters so they disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Time

delay for reconnecting individual motor loads is adjustable between 1 and 60 seconds, and settings are as indicated.

G. Programmed Neutral Switch Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer.

H. Automatic Transfer-Switch Features:

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
  - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
  - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:

- a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
- b. Push-button programming control with digital display of settings.
- c. Integral battery operation of time switch when normal control power is not available.

## 2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details. See Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- B. Floor-Mounting Switch: Anchor to floor by bolting.
  - 1. Concrete Bases: 4 inches high, reinforced, with chamfered edges. Extend base no more than 4 inches in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Section 260529 "Hangers and Supports for Electrical Systems."
- C. Identify components according to Section 260553 "Identification for Electrical Systems."
- D. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

### 3.2 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.
  2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
  3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
    - a. Check for electrical continuity of circuits and for short circuits.
    - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    - c. Verify that manual transfer warnings are properly placed.
    - d. Perform manual transfer operation.
  5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
    - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
    - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    - c. Verify time-delay settings.
    - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    - e. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
    - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
  6. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
    - a. Verify grounding connections and locations and ratings of sensors.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.



1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

#### 3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Section 017900 "Demonstration and Training."
- B. Coordinate this training with that for generator equipment.

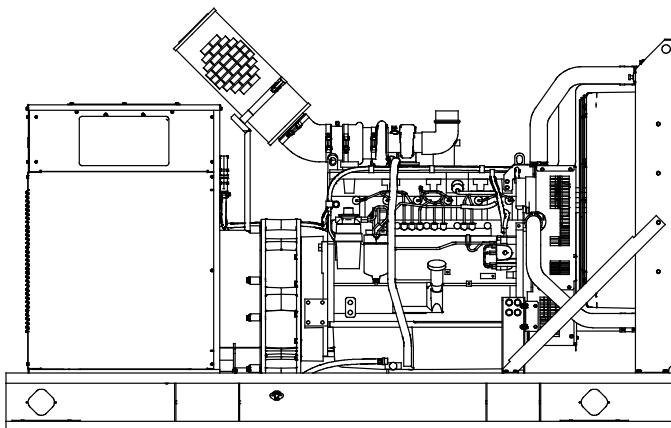
END OF SECTION 263600



**Tier 3 EPA-Certified for Stationary Emergency Applications**

### Ratings Range

		60 Hz
Standby:	kW	230- 255
	kVA	230- 319
Prime:	kW	210- 230
	kVA	210- 288



### Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
  - The unique Fast-Response® II excitation system delivers excellent voltage response and short-circuit capability using a permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
  - Kohler designed controllers for one-source system integration and remote communication. See Controllers on page 3.
  - The low coolant level shutdown prevents overheating (standard on radiator models only).
  - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
- Mount up to three circuit breakers to allow circuit protection of selected priority loads.

### Generator Set Ratings

Alternator	Voltage	Ph	Hz	130° C Rise Standby Rating		105° C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4UA10	120/208	3	60	250/313	867	225/281	781
	127/220	3	60	250/313	820	225/281	738
	120/240	3	60	250/313	752	225/281	677
	139/240	3	60	250/313	752	225/281	677
	220/380	3	60	250/313	475	225/281	427
	240/416	3	60	250/313	434	225/281	390
	277/480	3	60	250/313	376	225/281	338
	347/600	3	60	250/313	301	225/281	271
4UA13	120/208	3	60	255/319	885	230/288	798
	127/220	3	60	255/319	837	230/288	754
	120/240	3	60	255/319	767	230/288	692
	120/240	1	60	230/230	958	210/210	875
	139/240	3	60	255/319	767	230/288	692
	220/380	3	60	255/319	484	230/288	437
	240/416	3	60	255/319	442	230/288	399
	277/480	3	60	255/319	383	230/288	346
	347/600	3	60	255/319	307	230/288	277

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby Ratings: The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Prime Power Ratings: At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

# Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Permanent-Magnet
Leads: quantity, type	12, Reconnectable
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4UA10 (12 lead)	785
480 V 4UA13 (12 lead)	960

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response® II brushless alternator with brushless exciter for excellent load response.

## Application Data

### Engine

Engine Specifications	
Manufacturer	John Deere
Engine model	6090HF484B
Engine type	4-Cycle, Turbocharged, Charge Air-Cooled
Cylinder arrangement	6 Inline
Displacement, L (cu. in.)	9.0 (548)
Bore and stroke, mm (in.)	118.4 x 136 (4.66 x 5.35)
Compression ratio	16.0:1
Piston speed, m/min. (ft./min.)	457 (1500)
Main bearings: quantity, type	7, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	287 (385)
Cylinder head material	Cast Iron
Crankshaft material	Forged Steel
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic L14 Denso HP4
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.25%
Frequency	Fixed
Air cleaner type, all models	Dry

### Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m <sup>3</sup> /min. (cfm)	54.1 (1911)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	625 (1157)
Maximum allowable back pressure, kPa (in. Hg)	Min. 0 (0) Max. 7.5 (2.2)
Engine exhaust outlet size, mm (in.)	98 (3.86)

### Engine Electrical

Engine Electrical System	
Battery charging alternator:	24 Volt
Ground (negative/positive)	Negative
Volts (DC)	24
Ampere rating	60
Starter motor rated voltage (DC)	24
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating each	Two, 925
Battery voltage (DC)	12

### Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, fuel pump: type, m (ft.)	Electronic, 3 (10)
Max. fuel flow, Lph (gph)	240.0 (63.4)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel prime pump	Electronic
Fuel filter	
Secondary	2 Microns @ 98% Efficiency
Primary	10 Microns
Water Separator	Yes
Recommended fuel	#2 Diesel

### Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.) §	32.5 (34.4)
Oil pan capacity with filter, L (qt.) §	33.4 (35.3)
Oil filter: quantity, type §	1, Cartridge
Oil cooler	Water-Cooled
§ Kohler recommends the use of Kohler Genuine oil and filters.	

# Application Data

## Cooling

### Radiator System

Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	16 (4.25)
Radiator system capacity, including engine, L (gal.)	36 (9.5)
Engine jacket water flow, Lpm (gpm)	265 (70)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	97 (5521)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	70.5 (4013)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	863.6 (34.0)
Fan, kWm (HP)	9.0 (12.1)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H <sub>2</sub> O)	0.125 (0.5)

\* Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).

## Operation Requirements

### Air Requirements

Radiator-cooled cooling air, m <sup>3</sup> /min. (scfm) ‡	368.1 (13000)
Combustion air, m <sup>3</sup> /min. (cfm)	21.8 (770)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	53.8 (3060)
Alternator, kW (Btu/min.)	20.6 (1170)

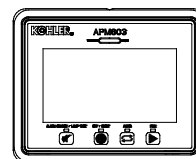
‡ Air density = 1.20 kg/m<sup>3</sup> (0.075 lbm/ft<sup>3</sup>)

### Fuel Consumption

Diesel, Lph (gph) at % load	Standby Rating
100%	66.5 (17.6)
75%	50.4 (13.3)
50%	35.0 (9.2)
25%	20.5 (5.4)

Diesel, Lph (gph) at % load	Prime Rating
100%	59.1 (15.6)
75%	45.3 (12.0)
50%	31.6 (8.3)
25%	18.4 (4.9)

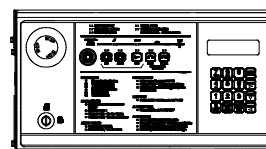


### APM603 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other APM603 controllers only
- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.



### Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

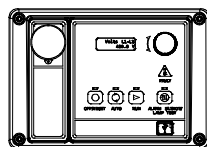
- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other Decision-Maker® 6000 controllers only
- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

BACnet® is a registered trademark of ASHRAE.

## Controllers



### APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.

## Standard Features

- Alternator Protection
- Battery Rack and Cables
- Customer Connection  
(standard with Decision-Maker® 6000 controller only)
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

## Available Options

### Circuit Breakers

- | Type  | Rating                                   | Operation  |
|---|--|--|
| <input type="checkbox"/> Magnetic Trip                            | <input type="checkbox"/> 80%             |  |
| <input type="checkbox"/> Thermal Magnetic Trip                    | <input checked="" type="checkbox"/> 100% |  |
| <input type="checkbox"/> Electronic Trip (LI)                     |  | <input type="checkbox"/> Manual                                  |
| <input type="checkbox"/> Electronic Trip with Short Time (LSI)    |  | <input type="checkbox"/> Electrically Operated (for paralleling) |
| <input type="checkbox"/> Electronic Trip with Ground Fault (LSIG) |  |  |

### Circuit Breaker Mounting

- Generator Mounted
- Remote Mounted
- Bus Bar (for remote mounted breakers)

### Enclosures for Remote Mounted Circuit Breakers

- NEMA 1
- NEMA 3R

### Approvals and Listings

- California OSHPD Pre-Approval
- CSA Certified
- IBC Seismic Certification
- UL 2200 Listing
- Hurricane Rated Enclosure

### Enclosed Unit

- Sound Enclosure and Subbase Fuel Tank Packages
- Weather Enclosure and Subbase Fuel Tank Packages

### Open Unit

- Exhaust Silencer, Critical (kit: PA-354809)
- Flexible Exhaust Connector, Stainless Steel

### Fuel System

- Flexible Fuel Lines
- Fuel Pressure Gauge
- Subbase Fuel Tanks

### Controller

- Common Failure Relay  
(Decision-Maker® 6000 and APM603 controllers only)
- Decision-Maker® Paralleling System (DPS)  
(Decision-Maker® 6000 controller only)
- Dry Contact (isolated alarm)  
(Decision-Maker® 6000 controller only)
- Two Input/Five Output Module (APM402 controller only)
- Four Input/Fifteen Output Module (APM603 controller only)
- Lockable Emergency Stop Switch
- Remote Emergency Stop Switch
- Remote Serial Annunciator Panel
- Run Relay (standard with APM603, optional with others)
- Manual Key Switch (APM603 controller only)
- Manual Speed Adjust (APM402 controller only)

### Cooling System

- Block Heater, 2500 W, 90-120 V
- Block Heater, 2500 W, 190-208 V
- Block Heater, 2500 W, 208-240 V
- Block Heater, 2500 W, 380-480 V  
Required for ambient temperatures below 0°C [32°F]
- Radiator Duct Flange

### Electrical System

- Generator Heater
- Battery
- Battery Charger, Equalize/Float Type
- Battery Heater

### Paralleling System

- Voltage Sensing

### Miscellaneous

- Air Cleaner, Heavy Duty
- Air Cleaner Restriction Indicator
- Crankcase Emissions Canister
- Engine Fluids (oil and coolant) Added
- Rated Power Factor Testing
- Rodent Guards

### Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

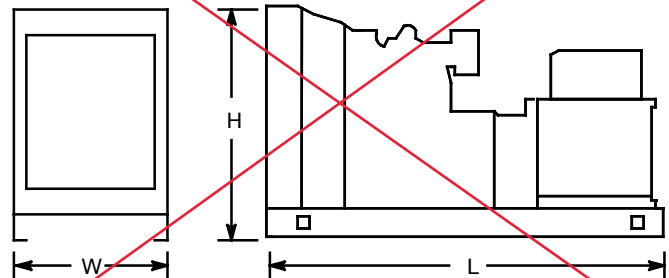
### Warranty

- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

## Dimensions and Weights

Overall Size, L x W x H, mm (in.): 3000 x 1300 x 1891  
 (118.1 x 51.2 x 74.4)

Weight (radiator model), wet, kg (lb.): 2313- 2449 (5100- 5400)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

## DISTRIBUTED BY:

