

Specification Manual
August 31, 2023

Ridgeway Community Park Improvements
Hughette Road
Ridgeway, WI 53582

Project # 22.055

Bid Due Date: September ~~x~~, 2023



Plans Prepared By:

Parkitecture + Planning
901 Deming Way
Madison, WI 53717
608.203.8203



ADVERTISEMENT TO BID

August 31, 2023

The Village of Ridgeway is soliciting Bids for the proposed park improvements at the Community Park. Bids will be received until **2:30 PM, September x, 2023** online via **QUEST CDN** only. Bids will be virtually opened and read aloud. All planholders will be provided with login information prior to bid opening via addendum.

PROJECT SCOPE:

The project scope includes but not limited to: demolition, erosion control, earthwork, concrete paving, site electrical, ball diamond lighting, and site restoration.

BID SUBMITTAL:

Bids for “**Ridgeway Community Park Improvements.**” shall be submitted online only at **QUEST CDN**. The OWNER reserves the right to waive any informalities and to reject any or all Bids. The letting of the work described herein is subject to the provisions of Sections 61.54, 66.0901 and 66.0903, Wisconsin Statutes.

BID DOCUMENT AVAILABILITY:

Bidding Documents will be available from **QUEST CDN** online bid room (project #xxxx). Plan download fees are \$42. Bid documents will be available for review only by appointment at the Village offices, 208 Jarvis Street, Suite A, Ridgeway, WI 53582.

PRE-BID CONFERENCE:

There will be no pre-bid conference for this project. Contractor questions may be directed to Parkitecture + Planning, 608-203-8203.

BID BOND:

A satisfactory Bid Bond in the amount of 5% of the total bid payable to the OWNER, shall be submitted with the Bid via **QUEST CDN**.

SCHEDULE:

Selection of final bid is at the sole discretion of the OWNER, and shall reserve the right to waive irregularities should it be needed. All Bids shall remain valid for 60 days after bid opening.

Publication Dates: **September xx and September xx, 2023**

SECTION 1 INSTRUCTIONS TO BIDDERS

These Instructions to Bidders establish requirements for Bidding and Award of Contract.

- To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the State of Wisconsin prior to award of the Contract.
- Bidder has made themselves familiar with those reports of explorations and tests of subsurface conditions at or contiguous to the Site that A/E (ARCHITECT/ENGINEER) has used in preparing the Bidding Documents.
- On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.
- Bidder shall comply with instructions and requirements identified in the Bid.
- The submission of a Bid will constitute an incontrovertible representation by Bidder to perform and furnish the work required by the Bidding Documents and apply the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given A/E written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by A/E is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.
- If a pre-Bid conference is to be held, it will be held at the time and place stated in the Advertisement to Bid.
- All questions about the meaning or intent of the Bidding Documents are to be submitted to A/E in writing. Interpretations or clarifications considered necessary by A/E in response to such questions will be issued by Addenda. All Addenda so issued shall become part of the Contract Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or A/E. Receipt of all Addenda must be acknowledged in space provided in the Bid.
- A Certified Check, Back Cashier's Check or satisfactory Bid Bond in the amount stated in the Advertisement for Bids payable to the OWNER, shall accompany each Bid as a guarantee, that if the Bid is accepted, the Bidder will execute and file the Contract, Performance/Payment Bonds and Certification of Insurance, as required by the Contract Documents, within 15-days after the Notice of Award of Contract by the OWNER.
- The numbers of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).
- The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to A/E, application for such acceptance will not be considered by A/E until after the Effective Date of the Agreement.
- Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form. All blanks on the Bid Form must be completed in ink and the Bid signed or via digital format on QUEST CDN..
- Bids will be received for all divisions of the specifications and all other provisions of the Bidding Documents. Bids will not be considered or opened if they are received after the time set for opening Bids. Bids will be opened at the time and place indicated in the Advertisement to Bid and read aloud publicly.

SECTION 2

BID FORM

The following bid proposal indicates an agreement on behalf of the Bidder to complete work required to fulfill the project scope as outlined in the plans and specifications for the unit prices specified herein for the following project:

Ridgeway Community Park Improvements

Village of Ridgeway
208 Jarvis Street, Suite A
Ridgeway, WI 53582

Bid proposals shall remain valid for up to 60 days after date of the bid opening. Upon notice of award, bidder shall complete required Bond Forms and insurance documents. A copy shall be provided to the A/E for review prior to execution by the OWNER.

The OWNER shall consider all factors and act in their best interest when considering the lowest responsible bidder for the project.

The scope of work as outlined in the plans and specifications shall be substantially completed by **Friday May 24, 2024**.

The signature(s) of the bidding entity shall confirm that the Bidder has reviewed all pertinent documents and existing site conditions, fully reviewed the scope of the project, and understands the overall nature of the work.

Any questions regarding the following items shall have been sufficiently raised and resolved with the A/E and/or OWNER prior to bidding. Any clarifications and responses provided by the A/E and/or OWNER shall only be binding if issued in writing via addenda.

Signature below must be completed by an officer of the bidding entity who shall be authorized to bind said entity into contractual agreements.

Name & Address of Bidder

Contact Phone & Email

Type of Entity (Corporation, LLC, etc)

conducting business in the State of _____;

Signature

NOTARY
Signature_____

Sworn and subscribed to me on this
____ day of 2023.

Name and Title_____

Expiration of Commission_____

SECTION 2

BID FORM

Addenda Acknowledged _____, _____, _____

Bidder to input unit prices below and include the total cost per item in the far right column. Bid Item descriptions are outlined in the Special Provisions Section of this Project Manual. The A/E shall review the computations for irregularities and notify bidder should errors be found.

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization	1	LS	\$ _____	\$ _____
2.	Erosion Control	1	LS	\$ _____	\$ _____
3.	Demolition	1	LS	\$ _____	\$ _____
4.	Earthwork	1	LS	\$ _____	\$ _____
5.	Dense Graded Basecourse	720	TON	\$ _____	\$ _____
6.	Concrete Pavement – 5” Thickened	595	SF	\$ _____	\$ _____
7.	Concrete Pavement – 5”	880	SF	\$ _____	\$ _____
8.	Tactile Warning Plates	28	SF	\$ _____	\$ _____
9.	Asphaltic Pavement – Parking Lot	145	TON	\$ _____	\$ _____
10.	Pavement Markings	1	LS	\$ _____	\$ _____
11.	Regulatory Signs	2	EA	\$ _____	\$ _____
12.	4” Storm Sewer	30	LF	\$ _____	\$ _____
13.	Storm Sewer Outfall	1	LS	\$ _____	\$ _____
14.	Trench Drain	24	LF	\$ _____	\$ _____
15.	Site Electrical and Exterior Athletic Lighting	1	LS	\$ _____	\$ _____
16.	Restoration	1	LS	\$ _____	\$ _____

TOTAL BID (ITEMS 1 THROUGH 16)

Dollars \$ _____

(Words)
(Numbers)

ALTERNATE BID ITEM

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A-1	Removal and Installation of Light Poles	1	LS	\$ _____	\$ _____

TOTAL ALTERNATE BID (ITEM A-1 thru A-1)

Dollars \$ _____

(Words)
(Numbers)

SECTION 3

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):

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

(Words)

\$

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

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

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

SECTION 4

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is dated as of the ____ day of _____ in the year ____ by and between _____ (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
 - 1. Project: **Ridgeway Community Park Improvements**
 - 2. Scope of Work: The project scope includes but not limited to: demolition, erosion control, earthwork, concrete paving, site electrical, ball diamond lighting, and site restoration.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and A/E. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents (plans and specifications) are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the A/E. A/E will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. A/E will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by A/E or its consultants.

2.2 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract (pages 1 to 8, inclusive).

2. Performance bond (pages 1 to 3, inclusive), plus attachments.
3. Payment bond (pages 1 to 3, inclusive), plus attachments.
4. Special Provisions (pages SP-1 to SP-10, inclusive).
5. Drawings (not attached but incorporated by reference) consisting of **55** sheets as listed in the Drawing Sheet Index.
6. Addenda (numbers to , inclusive).
7. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - A/E

3.1 A/E

- A. The A/E for this Project is Parkitecture + Planning, 901 Deming Way, Suite 201, Madison, WI 53717.
- B. The term ENGINEER is used in the standard language of the General Conditions to represent the A/E referred to hereunder.

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

- A. Construction may commence on or about October xx, 2023.
- B. The Work will be substantially completed on or before May 24, 2024.

4.2 Liquidated Damages

- A. None.

4.3 Delays in Contractor's Progress

- A. If Owner, A/E, 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. Refer to Article 4 of the General Conditions for additional terms and requirements.

ARTICLE 5 - CONTRACT PRICE

5.1 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit price for each unit of Work as stated in Contractor's Bid Schedule, which is attached to this Contract as an exhibit.
 - 1. The initial Contract Price based on the estimated quantities of work listed in the Bid Schedule is \$_____.
 - 2. The final Contract Price will be determined by multiplying each unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the A/E.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

- A. Refer to Article 6 of the General Conditions for terms and requirements.

6.2 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	_____
Bodily Injury, each Accident	\$ 100,000
Bodily Injury By Disease, each Employee	\$ 100,000
Bodily Injury/Disease Aggregate	\$ 500,000

- b. Commercial General Liability:

General Aggregate	\$ 1,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 500,000

- c. Automobile Liability:

Bodily Injury and Property Damage Combined Single Limit of	\$ 1,000,000
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- d. Excess or Umbrella Liability:

Per Occurrence	\$ 3,000,000
General Aggregate	\$ 3,000,000

- B. All insurance policies required to be purchased and maintained 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 insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage 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.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, and umbrella or excess liability policies shall include and list Owner and A/E and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as 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.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

- A. Refer to Article 8 of the General Conditions for terms and requirements.

7.2 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. 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.
- B. Refer to Article 8 of the General Conditions for additional terms and requirements.

7.3 Quality Management

- A. Contractor is fully responsible for managing quality to ensure Work is completed in accordance with the Contract Documents.

- 7.4 Licenses, Fees and Permits
- A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.5 Record Documents
- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to A/E upon completion of the Work.
- 7.6 Shop Drawings, Samples, and Other Submittals
- A. Refer to Article 7 of the General Conditions for terms and requirements.
- 7.7 Warranties and Guarantees
- A. Refer to Article 6 of the General Conditions for terms and requirements.
- 7.8 Correction Period
- A. If within one year after the date of substantial completion, 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 and without cost to Owner, correct such defective Work.
- 7.9 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 A/E, 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 they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 Owner's Responsibilities
- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through A/E.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. Refer to Article 9 of the General Conditions for additional terms and requirements.

ARTICLE 9 - A/E'S STATUS DURING CONSTRUCTION

9.1 A/E's Status

- A. A/E will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of A/E as Owner's representative during construction are set forth in this Contract.
- B. Neither A/E's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by A/E 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 A/E, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by A/E to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Refer to Article 10 of the General Conditions for additional terms and requirements.

ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

10.1 Claims Process

- A. Refer to Article 12 of the General Conditions for terms and requirements.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

- 11.1 Refer to Article 14 of the General Conditions for terms and requirements.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.1 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to A/E. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

12.2 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the A/E, no more frequently than monthly, to A/E. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

12.3 Retainage

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1. 95 percent of the Work completed (with the balance being retainage); and
 - 2. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 3. At 50 percent completion, no additional amounts will be retained unless A/E certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total

retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Contract Price (with the balance being retainage), less such amounts set off by Owner pursuant to Paragraph 14.4.C, and less A/E's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

12.4 Review of Applications

- A. Refer to Article 15 of the General Conditions for terms and requirements.

12.5 Substantial Completion

- A. All Contract work shall be substantially complete by 5/24/2024 .
- B. The Contractor shall notify Owner and A/E in writing that the Work is substantially complete and request the A/E issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and A/E an initial draft of punch list items to be completed or corrected before final payment.
- C. Refer to Article 15 of the General Conditions for additional terms and requirements.

12.6 Final Inspection

- A. Refer to Article 15 of the General Conditions for terms and requirements.

12.7 Final Payment

- A. Refer to Article 15 of the General Conditions for terms and requirements.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

- 13.1 Refer to Article 16 of the General Conditions for terms and requirements.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.1 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough 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.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. 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:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.

5. 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.
6. 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.
7. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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

This Contract will be effective as of the date first written on Page 1 of the Contract (which is the Effective Date of the Contract).

OWNER: _____

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: _____

License No.: _____

(where applicable)

SECTION 5
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related

subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

SECTION 5
PERFORMANCE BOND

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

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the

Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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.
- 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.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *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.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *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.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.
50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 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 in writing 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.

- 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 notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; 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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: 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 Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. 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:
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;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
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;
 - 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 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, then any such adjustment will 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, 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.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. 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 on the Drawings, or was not shown or indicated on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; 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
 4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, 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. 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;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, 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 obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
 - 4. apply with respect to the performance of the Work, whether such performance is 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; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
 2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will 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.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
 - a. will 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 the item specified; and
 - 3) be suited to the same use as the item 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *Taxes*

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

7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) 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
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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.C.
 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.C.
 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
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. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. 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 will 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- 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.
 - 1. 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 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 8.03.B.
 - 2. 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 Contractor.
- C. 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 will 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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);
 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 11.07.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 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* 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.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;
 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; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on 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, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. 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*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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 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 with such procedures and programs 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 will 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 will 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 will 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 written 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 will 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, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 for 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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other 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; or
 - l. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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 15.03.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 6.04 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 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. 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.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

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

SECTION 7

SPECIAL PROVISIONS

Project Information

This project is being funded by the Village of Ridgeway (Owner) with assistance from the Wisconsin Department of Natural Resources. All scope items and work listed below AND as required to complete the project shall be accounted for in the Contractors total bid price. Contractor shall minimize disturbance to the existing park as much as possible. Public access will be permitted during construction in areas other than the designated work zone.

Reference

The work included in this project scope shall be in completed accordance with the plans. The scope items shall be described in the following section and executed according to the referenced standards. The latest edition of the "State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction" shall serve as the referenced standard.

1 – Mobilization

Scope: This work shall include the cost of moving in equipment and supplies to the site, the establishment of necessary stockpiles and trailer, and moving the same off site. This item also includes construction staking and layout required by the contractor.

Reference: Section 619 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

2 – Erosion Control

Scope: This work consists of furnishing, installing, and maintaining tracking pad, inlet protection, and silt fence/sock at the locations designated on the Plans and where directed by the A/E, removing and disposing of sediment deposits, and removing fence at the completion of the work.

Reference: Section 628 of the standard specifications, WDNR Conservation Practice Standards No. 1070, and WDNR Conservation Practice Standard No. 1057.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

3 – Demolition

Scope: This work consists of removing and disposing of miscellaneous items at the locations designated on the Plans and where directed by the A/E. Items include but are not limited to saw cutting, clearing and grubbing, tree protection, abandoning and relocating utilities, pavement removal, and miscellaneous item removals.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

4 – Earthwork

Scope: This work consists of stripping and stockpiling of topsoil, excavating, filling, grading, importing new fill, compacting, preparation of sub-grade, disposal of excess materials, temporary drainage, berming, and related earthwork for the project.

Reference: Section 208 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

5 – Dense Graded Basecourse

Scope: This work describes furnishing and installing 1-1/4" dense graded basecourse under asphalt and concrete pavement areas as shown in the details and plans.

Reference: Section 305 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per ton. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

6 – Concrete Pavement – 5" Thickened

Scope: This work consists of furnishing and installing concrete pavement including forming, reinforcing, and finishing at locations designated on the Plans in accordance with the standard specifications. ADA ramps and thickened edge areas shall be incidental to this item.

Reference: Section 602 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

7 – Concrete Pavement – 5"

Scope: This work consists of furnishing and installing concrete pavement including forming, reinforcing, and finishing at locations designated on the Plans in accordance with the standard specifications. ADA ramps shall be incidental to this item.

Reference: Section 602 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

8 – Tactile Warning Plates

Scope: This work describes detectable warning fields in accordance with the details shown in the Plans, and as hereinafter provided. All preparation required for this work is incidental to this item.

Reference: Section 602 of the Standard Specifications

Payment: This work will be measured and paid for at the contract price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

9 – Asphaltic Pavement – Parking Lot

Scope: This work describes constructing asphalt pavement and pavement patching in accordance with the details shown in the plans and as hereinafter provided.

Reference: Section 460 of the WISDOT Specifications.

Payment: This work will be measured and paid for at the contract unit price per ton. This shall include compensation for furnishing all materials, including preparing, sawing, hauling, mixing, placing, shaping, compacting, asphaltic materials and for all labor, equipment, tools and incidentals necessary to complete this item of work.

10 – Pavement Markings

Scope: This work describes pavement markings in accordance with the details shown in the Plans, and as hereinafter provided. Pavement markings include all striping and symbols and shall be white reflective water based paint. All preparation required for this work is incidental to this item.

Reference: Section 646 and 614 of the Standard Specifications

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

11 – Regulatory Signs

Scope: This work describes the furnishing and installing of regulatory signs as shown on Plans and manufacturers recommendations. Post shall be galvanized steel and set plumb.

Reference: Section 637 of the Standard Specifications and per manufacturer's recommendations.

Payment: This work will be measured and paid for at the contract unit price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

12 – 4" Storm Sewer

Scope: This work describes furnishing and installing PVC stormwater piping as shown on the plans.

Reference: Per Section 612 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

13 – Storm Sewer Outfall

Scope: This work describes furnishing and installing the concrete endwall outfall, riprap, joint ties, geotextile fabric, rodent guard, and all fittings required to connect to existing stormwater structure as shown on the plans.

Reference: Per Section 612 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

14 – Trench Drain

Scope: This work describes furnishing and installing linear trench drain as shown on the plans.

Reference: Per Section 612 of the standard specifications. Product = NDS Pro Dura Slope Trench Drain or approved equal.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

15 – Site Electrical and Exterior Athletic Lighting

Scope: This work consists of demolition, modifications, and new electrical construction in and on the electrical building, including all lighting, power, and distribution equipment where required and noted on plans, and as required for a complete installation. Site electrical shall also consist of modifications to the existing electric utility service and associated appurtenances where noted on the plans and as required for a complete installation. Demolition work shall include, but not be limited to, the removal, disconnection, and disposal of electrical wiring, fixtures, equipment, and associated appurtenances where required and noted on the plans. The work encompasses the demolition of both above-ground, concealed, and below-grade electrical systems. Contractor shall take measures to prevent the release of harmful substances, dust, or pollutants into the environment during demolition. Exterior athletic lighting shall consist of furnishing and installing light fixtures, lighting control devices, cables and conduits, fittings, bonding, all new electrical equipment and modifications where required and noted on plans, and miscellaneous work to provide power to the baseball field athletic lighting as shown on the plans whether or not specifically called for. This item also includes any modifications required to the existing service and coordination with the Village as required.

Reference: All electrical work and equipment to be installed in compliance with NEC and Section 651, 652, 653, 655, 656, 657, and 659 in a neat and clean manner. All efforts shall be made to locate devices in a neat and orderly manner such as to not draw attention to them. Owner or A/E shall be consulted prior to installation to confirm manner and location of component placement. This shall include all locations of equipment and devices in and on the electrical building. All outdoor components shall be rated for outdoor wet-use operation and tamper resistant where required by the NEC. Refer to plans and details for placement locations, heights, and material types.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

16 – Restoration

Scope: This work consists of restoration of areas disturbed during the project and includes furnishing and installing topsoil, seed, and straw matting. Watering shall be considered incidental.

Reference: Per WisDOT Section 625, 627, 628, 629, 630, 631

LAWN SEED: Seed Mixture shall be WisDOT #40, per Section 630. Seed shall be free of non-seed debris and invasive weed species.

ESTABLISHMENT PERIOD: Contractor to maintain new turf areas until a substantial growth is observed and approved by the Owner or A/E. Any bare areas greater than 5" square shall be re-seeded as necessary until growth is acceptable. Contractor shall water as required to produce substantial growth, temporary irrigation systems as needed shall be incidental to this item. Mowing shall occur as needed until final project acceptance. Turf should be kept at below 3" to avoid lay down.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Alternate Bid Items

A1 – Removal and Installation of Light Poles

Scope: This work is a bid alternate only and consists of demolition and removal of existing light poles and installation of Owner-furnished light poles where required and noted on the plans and as required

for a complete installation. Refer to Site Electrical and Exterior Athletic Lighting Special Provision and the Division 26 technical specifications for additional base bid scope of work.

Reference: All electrical work and equipment to be installed in compliance with NEC and Section 651, 652, 653, 655, 656, 657, and 659 in a neat and clean manner. All efforts shall be made to locate devices in a neat and orderly manner such as to not draw attention to them. Owner or A/E shall be consulted prior to installation to confirm manner and location of component placement. This shall include all locations of equipment and devices in and on the electrical building. All outdoor components shall be rated for outdoor wet-use operation and tamper resistant where required by the NEC. Refer to plans and details for placement locations, heights, and material types.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

SECTION 260010 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Supplemental requirements applicable to Work specified in Division 26.

1.2 REFERENCES

A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:

1. A: Ampere, unit of electrical current.
2. AC or ac: Alternating current.
3. AFCI: Arc-fault circuit interrupter.
4. AIC: Ampere interrupting capacity.
5. AL, Al, or ALUM: Aluminum.
6. AWG: American wire gauge; see ASTM B258.
7. BIL: Basic impulse insulation level.
8. CAD: Computer-aided design or drafting.
9. CB: Circuit breaker.
10. CU or Cu: Copper.
11. CU-AL or AL-CU: Copper-aluminum.
12. dB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
13. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.
14. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
15. dBm: Decibel absolute power with respect to 1 mW.
16. DC or dc: Direct current.
17. fc: Footcandle, a unit of illuminance equal to one lumen per square foot.
18. FLC: Full-load current.
19. ft.: Foot.
20. GEC: Grounding electrode conductor.
21. GFCI: Ground-fault circuit interrupter.
22. GFPE: Ground-fault protection of equipment.
23. GND: Ground.
24. HDPE: High-density polyethylene.
25. HP or hp: Horsepower.
26. Hz: Hertz.
27. inch: Inch. To avoid confusion, the abbreviation "in." is not used.

28. IP: Ingress protection rating (enclosures); Internet protocol (communications).
29. kAIC: Kiloampere interrupting capacity.
30. kcmil or MCM: One thousand circular mils.
31. kV: Kilovolt.
32. kVA: Kilovolt-ampere.
33. kVA_r or kVAR: Kilovolt-ampere reactive.
34. kW: Kilowatt.
35. kWh: Kilowatt-hour.
36. lb: Pound (weight).
37. LED: Light-emitting diode.
38. LRC: Locked-rotor current.
39. MLO: Main lugs only.
40. MVA: Megavolt-ampere.
41. mW: Milliwatt.
42. MW: Megawatt.
43. MWh: Megawatt-hour.
44. NC: Normally closed.
45. NiCd: Nickel cadmium.
46. NIU: Network interface unit.
47. NO: Normally open.
48. NPT: National (American) standard pipe taper.
49. OCPD: Overcurrent protective device.
50. ONT: Optical network terminal.
51. PF or pf: Power factor.
52. PHEV: Plug-in hybrid electric vehicle.
53. PVC: Polyvinyl chloride.
54. pW: Picowatt.
55. RFI: Radio-frequency interference (electrical); Request for interpretation (contract).
56. RMS or rms: Root-mean-square.
57. RPM or rpm: Revolutions per minute.
58. SPD: Surge protective device.
59. sq.: Square.
60. SWD: Switching duty.
61. TEFC: Totally enclosed fan-cooled.
62. TR: Tamper resistant.
63. TVSS: Transient voltage surge suppressor.
64. UL: Underwriters Laboratories, Inc. (standards) or UL LLC (services).
65. UL CCN: UL Category Control Number.
66. UPS: Uninterruptible power supply.
67. USB: Universal serial bus.

68. UV: Ultraviolet.
69. V: Volt, unit of electromotive force.
70. V(ac): Volt, alternating current.
71. V(dc): Volt, direct current.
72. VA: Volt-ampere, unit of complex electrical power.
73. VAr: Volt-ampere reactive, unit of reactive electrical power.
74. W: Watt, unit of real electrical power.
75. Wh: Watt-hour, unit of electrical energy usage.
76. WR: Weather resistant.

B. Abbreviations and Acronyms for Electrical Raceway Types:

1. EMT: Electrical metallic tubing.
2. EMT-A: Aluminum electrical metallic tubing.
3. EMT-S: Steel electrical metallic tubing.
4. EMT-SS: Stainless steel electrical metallic tubing.
5. ENT: Electrical nonmetallic tubing.
6. EPEC: Electrical HDPE underground conduit.
7. EPEC-40: Schedule 40 electrical HDPE underground conduit.
8. EPEC-80: Schedule 80 electrical HDPE underground conduit.
9. EPEC-A: Type A electrical HDPE underground conduit.
10. EPEC-B: Type B electrical HDPE underground conduit.
11. ERMC: Electrical rigid metal conduit.
12. ERMC-A: Aluminum electrical rigid metal conduit.
13. ERMC-S: Steel electrical rigid metal conduit.
14. ERMC-S-G: Galvanized-steel electrical rigid metal conduit.
15. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
16. ERMC-SS: Stainless steel electrical rigid metal conduit.
17. FMC: Flexible metal conduit.
18. FMC-A: Aluminum flexible metal conduit.
19. FMC-S: Steel flexible metal conduit.
20. FMT: Steel flexible metallic tubing.
21. FNMC: Flexible nonmetallic conduit. See LFNC.
22. HDPE: See EPEC.
23. IMC: Steel electrical intermediate metal conduit.
24. LFMC: Liquidtight flexible metal conduit.
25. LFMC-A: Aluminum liquidtight flexible metal conduit.
26. LFMC-S: Steel liquidtight flexible metal conduit.
27. LFMC-SS: Stainless steel liquidtight flexible metal conduit.
28. LFNC: Liquidtight flexible nonmetallic conduit.
29. LFNC-A: Layered (Type A) liquidtight flexible nonmetallic conduit.
30. LFNC-B: Integral (Type B) liquidtight flexible nonmetallic conduit.
31. LFNC-C: Corrugated (Type C) liquidtight flexible nonmetallic conduit.

32. PVC: Rigid PVC conduit.
33. PVC-40: Schedule 40 rigid PVC conduit.
34. PVC-80: Schedule 80 rigid PVC Conduit.
35. PVC-A: Type A rigid PVC concrete-encased conduit.
36. PVC-EB: Type EB rigid PVC concrete-encased underground conduit.
37. RGS: See ERM-C-S-G.
38. RMC: See ERM-C.
39. RTRC: Reinforced thermosetting resin conduit.
40. RTRC-AG: Low-halogen, aboveground reinforced thermosetting resin conduit.
41. RTRC-AG-HW: Heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
42. RTRC-AG-SW: Standard wall, low-halogen, aboveground reinforced thermosetting resin conduit.
43. RTRC-AG-XW: Extra heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
44. RTRC-BG: Low-halogen, belowground reinforced thermosetting resin conduit.

C. Abbreviations and Acronyms for Electrical Cable Types:

1. AC: Armored cable.
2. MC: Metal-clad cable.
3. MC-HL: Metal-clad cable, hazardous location.
4. MTW: Moisture-, heat-, and oil-resistant thermoplastic cable (machine tool wiring).
5. MV: Medium-voltage cable.
6. RHH: Thermoset rubber, heat-resistant cable (high heat).
7. RHW: Thermoset rubber, moisture-resistant cable.
8. SE: Service-entrance cable.
9. SER: Service-entrance cable, round.
10. SEU: Service-entrance cable, flat.
11. THW: Thermoplastic, heat- and moisture-resistant cable.
12. THHN: Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
13. THHW: Thermoplastic, heat- and moisture-resistant cable.
14. THWN: Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
15. TW: Thermoplastic, moisture-resistant cable.
16. UF: Underground feeder and branch-circuit cable.
17. USE: Underground service-entrance cable.
18. XHH: Cross-linked polyethylene, heat-resistant cable.
19. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

D. Definitions:

1. Basic Impulse Insulation Level: Reference insulation level expressed in impulse crest voltage with a standard wave not longer than 1.5 times 50 microseconds and 1.5 times 40 microseconds.
2. Direct Buried: Installed underground without encasement in concrete or other protective material.
3. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:
 - a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
 - b. Concrete Box: A box intended for use in poured concrete.
 - c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
 - d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.
 - e. Cutout Box: An enclosure designed for surface mounting that has swinging doors or covers secured directly to and telescoping with the walls of the enclosure.
 - f. Device Box: A box with provisions for mounting a wiring device directly to the box.
 - g. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
 - h. Floor Box: A box mounted in the floor intended for use with a floor box cover and other components to complete the floor box enclosure.
 - i. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.
 - j. Outlet Box: A box that provides access to a wiring system having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for the entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting an outlet box cover, but without provisions for mounting a wiring device directly to the box.
 - k. Pedestal Floor Box Cover: A floor box cover that, when installed as intended, provides a means for typically vertical or near-vertical mounting of receptacle outlets above the floor's finished surface.
 - l. Pull Box: A box with a blank cover that joins different runs of raceway and provides access for pulling or replacing the enclosed cables or conductors.
 - m. Ring: A sleeve, which is not necessarily round, used for positioning a recessed wiring device flush with the plaster, concrete, drywall, or other wall surface.
 - n. Ring Cover: A box cover, with raised center portion to accommodate a specific wall or ceiling thickness, for mounting wiring devices or luminaires flush with the surface.

- o. Termination Box: An enclosure designed for installation of termination base assemblies consisting of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors, or both.
- 4. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.
- 5. Receptacle: A fixed connecting device arranged for insertion of a power cord plug. Also called a power jack.
- 6. Receptacle Outlet: One or more receptacles mounted in a box with a suitable protective cover.
- 7. Sheath: A continuous metallic covering for conductors or cables.
- 8. UL Category Control Number: An alphabetic or alphanumeric code used to identify product categories covered by UL's Listing, Classification, and Recognition Services.
- 9. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:
 - a. Control Voltage: Listed and labeled for use in remote-control, signaling, and power-limited circuits supplied by Class 2 or Class 3 power supplies having rated output not greater than 150 V and 5 A, allowing use of alternate wiring methods complying with NFPA 70, Article 725.
 - b. Low Voltage: Listed and labeled for use in circuits supplied by Class 1 or other power supplies having rated output not greater than 1000 V, requiring use of wiring methods complying with NFPA 70, Article 300, Part I.

1.3 COORDINATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:
 - 1. Notify Owner and Engineer, in writing, no fewer than seven (7) days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner and Engineer's written permission.

1.4 SEQUENCING

- A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.5 ACTION SUBMITTALS

- A. Coordination Drawings for Structural Supports: Show coordination of structural supports for equipment and devices, including restraints and bracing for control of seismic and wind loads, with other systems, equipment, and structural supports in the vicinity.

1.6 INFORMATIONAL SUBMITTALS

- A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Design-Builder including, but not limited to, milestone dates for the following activities:
 - 1. Submission of action submittals specified in Division 26.
 - 2. Orders placed for major electrical equipment.
 - 3. Arrival of major electrical equipment on-site.
 - 4. Utility service outages.
 - 5. Utility service inspection and activation.
 - 6. System startup, testing, and commissioning activities for LED sports lighting.
 - 7. Requests for special inspections.
 - 8. Requests for inspections by authorities having jurisdiction.
- B. Certificates:
- C. Qualification Statements:
 - 1. For qualified regional manufacturer.
 - 2. For structural professional engineer.
 - 3. For electrical professional engineer.
 - 4. For lighting professional engineer.
 - 5. For EPM specialist.
 - 6. For welder.
 - 7. For ERM-C-S-PVC raceway Installer.
 - 8. For exterior athletic lighting Installer.
 - 9. For lighting testing and inspecting agency.

1.7 CLOSEOUT SUBMITTALS

- A. EPM Program Binders:
 - 1. Complete Set: On USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement.
- B. Operation and Maintenance Data:
 - 1. Provide emergency, operation, and maintenance manuals for each system, equipment, and device listed below:
 - a. LED sports lighting.
 - 2. Include the following information:
 - a. Manufacturer's operating specifications.
 - b. User's guides for software and hardware.

- c. Lists of spare parts, replacement components, tools, and consumable supplies recommended to be stored at Project site.
- d. Detailed instructions covering operation under both normal and abnormal conditions.
- e. Manufacturer's instructions for setting field-adjustable components.
- f. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.
- g. EPSS: Manufacturer's system checklists, maintenance schedule, and maintenance log sheets in accordance with NFPA 110.
- h. Exterior pole inspection and repair procedures.

1.8 FIELD CONDITIONS

- A. Modeling, analysis, product selection, installation, and quality control for Work specified in Division 26 must comply with requirements specified in Section 260011 "Facility Performance Requirements for Electrical."

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

- A. Substitution requests for electrical equipment will be entertained under the following conditions:
 - 1. Substitution requests may be submitted for consideration prior to the Electrical Preconstruction Conference if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.
 - 2. Substitution requests may be submitted for consideration concurrently with submission of power system study reports when those reports indicate that substitution is necessary for safety of maintenance personnel and facility occupants.
 - 3. Contractor is responsible for sequencing and scheduling power system studies and electrical equipment procurement. After the Electrical Preconstruction Conference, insufficient lead time for electrical equipment delivery will not be considered a valid reason for substitution.

2.2 FACILITY ELECTRICAL PREVENTIVE MAINTENANCE (EPM) PROGRAM BINDERS

- A. Description: Set of binders containing operation and maintenance data for facility's electrical equipment that was compiled during analysis of installed electrical Work for Facility EPM Program development.
- B. Applicable Standards:
 - 1. Regulatory Requirements: Comply with recommendations in NFPA 70B.
 - 2. General Characteristics:
 - a. Volume 1 - Introduction:

- 1) Summarize how Facility EPM Program Analysis was performed, how data were collected, and how volumes are organized.
 - 2) Describe Facility EPM Program and provide recommended policies and procedures for implementing the program and keeping it current.
 - 3) Provide place for Owner to identify contact information for employees responsible for implementing and maintaining Facility EPM Program.
- b. Volume 2 - Facility Safety, Hazards Awareness, and Emergency Procedures:
- 1) Include training requirements for employees and contractors.
- c. Volume 3 - Operating Procedures for Electrical Equipment and Controls.
- d. Volume 4 - Facility Diagrams and Schedules:
- 1) Include essential wiring diagrams.
- e. Volume 5 - Inventory of Facility Equipment Using Electrical Power:
- 1) Include identifying designations and nameplate data.
 - 2) Include warranty and maintenance contract information.
- f. Volume 6 - Inventory of Facility Tools, Supplies, and Personnel Protective Equipment:
- 1) Include list of spare parts, replacement components, tools, and consumable supplies recommended to be stored at facility.
 - 2) Include calibration and servicing data for each item.
- g. Volume 7 - Inspection, Testing, and Repair (IT&R) Plan:
- 1) Include tables showing frequency of activities for each item.
 - 2) Include annual schedule with activities mapped to specific days of the year.
 - 3) Include light fixture inspection and repair procedures.
- h. Volume 9 - Spare Parts List:
- 1) Include list of all parts required to perform IT&R procedures.
 - 2) Identify quantities of which parts are recommended to be stored on-site.
 - 3) Include source contact information and budget cost for each item.
- i. Volume 10 - Construction Project Closeout Record Documentation:
- 1) Include records of electrical system startup and commissioning activities.
 - 2) Include records of baseline inspections and tests.
 - 3) Include records of baseline settings for adjustable equipment and devices.

PART 3 - EXECUTION

3.1 DEVELOPMENT OF FACILITY EPM PROGRAM

- A. Facility EPM Program must be developed by qualified EPM specialist.
- B. Conduct Facility EPM Program analysis in accordance with NFPA 70B recommendations.
- C. Compile operation and maintenance data from Facility EPM Program analysis and submit EPM Program Binders.

3.2 INSTALLATION OF ELECTRICAL WORK

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Design-Builder for resolution of conflicting requirements.

3.3 SYSTEM STARTUP

- A. Commissioning Activities:
 - 1. LED sports lighting shall be commissioned in accordance with manufacturer's standards.

3.4 FIELD QUALITY CONTROL

- A. Administrant for Field Tests and Inspections of Lighting Installations:
 - 1. Administer and perform tests and inspections with assistance of factory-authorized service representative.

3.5 CLOSEOUT ACTIVITIES

- A. Demonstration:
 - 1. With assistance from factory-authorized service representatives, demonstrate to Owner's maintenance and clerical personnel how to operate the following systems and equipment:
 - a. LED sports lighting.
 - 2. Allow Owner to record demonstrations.
- B. Training:
 - 1. With assistance from factory-authorized service representatives, train Owner's maintenance personnel on the following topics:
 - a. How to implement EPM Program.

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

1.2 SUMMARY

- A. Section Includes:
 - 1. Copper building wire rated 600 V or less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
 - 1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- D. Conductor Insulation:
 - 1. Type NM: Comply with UL 83 and UL 719.
 - 2. Type USE-2 and Type SE: Comply with UL 854.
 - 3. Type THHN and Type THWN-2: Comply with UL 83.
 - 4. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
 - 5. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: One or Two hole with standard barrels.
 - 3. Termination: Compression lugs for #6 AWG and larger, crimp lugs for #8 AWG and smaller.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
 - 1. Copper. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
 - 1. Copper, Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway or Type XHHW-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.

- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway or Type XHHW-2, single conductors in raceway.
- D. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway or Metal-clad cable, Type MC.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway or Type XHHW-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.
- D. Comply with requirements in [**Section 284621.11 "Addressable Fire-Alarm Systems"**] [**Section 284621.13 "Conventional Fire-Alarm Systems"**] for connecting, terminating, and identifying wires and cables.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 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."

3.7 FIRESTOPPING

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

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
 - 1. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - a. Ground rods.

1.4 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

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

2.2 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- G. Conduit Hubs: Mechanical type, terminal with threaded hub.
- H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- I. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- K. Straps: Solid copper, copper lugs. Rated for 600 A.
- L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
 1. U-bolt type with malleable-iron clamp and copper ground connector.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet.
- B. Ground Plates: 1/4 inch thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
- C. Grounding Bus: Install in Electrical Building where shown on drawings.
 - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors.
 - 3. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Pad-Mounted Utility Transformers and Switches: Grounding by Utility.

3.4 EQUIPMENT GROUNDING

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

3. Receptacle circuits.

C. 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. See detail on plans.

3.5 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 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. 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.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

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- a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
- 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 5 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer in writing promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
1. Hangers. Include product data for components.
 2. Slotted support systems.
 3. Equipment supports.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M.
 2. AWS D1.2/D1.2M.

1.5 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c. in at least one surface.
 - 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 2. Material for Channel, Fittings, and Accessories: Plain steel
 - 3. Channel Width: 1-1/4 inches (31.75 mm)
 - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 6. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. 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 made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. 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.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F 3125/F 3125M, Grade A325.
 - 5. Toggle Bolts: All steel springhead type.
 - 6. 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.

2.3 EXTERIOR LOCATIONS

- A. Support, anchorage, attachment components, and fabricated metal equipment support assemblies in exterior locations shall be constructed of stainless steel.

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PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA 101
- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. 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 single-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 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, according to 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.
- 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 thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 - 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.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

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

Commented [KP3]: This section in previous spec version but not in this updated one.

3.5 TOUCH-UP COMPOUND FOR STEEL AND STAINLESS STEEL

- A. Manufacturer-recommended touch-up compound shall be used on all steel and stainless steel exposed bare because of nicks, cuts, abrasions, cutting, and finishing. Apply minimum number of coats as recommended by manufacturer.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-SS raceways and elbows.
2. Type ERMC-SS raceways, elbows, couplings, and nipples.
3. Type ERMC-S raceways, elbows, couplings, and nipples.
4. Type ERMC-S-PVC raceways, elbows, couplings, and nipples.
5. Type PVC raceways and fittings.
6. Fittings for conduit, tubing, and cable.
7. Threaded metal joint compound.
8. Solvent cements.
9. Surface metal raceways and fittings.
10. Wireways and auxiliary gutters.
11. Metallic outlet boxes, device boxes, and covers.
12. Nonmetallic outlet boxes, device boxes, and covers.
13. Termination boxes.
14. Cabinets, cutout boxes, junction boxes, and pull boxes.
15. Cover plates for device boxes.
16. Hoods for outlet boxes.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product to be used.

1.3 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 TYPE ERMC-SS RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Stainless Steel Electrical Rigid Metal Conduit (ERMC-SS), Elbows, Couplings, and Nipples:

1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 6A and UL Category Control Number DYWV.
 - 2) Material: Stainless steel.

2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:

1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 6 and UL Category Control Number DYIX.
 - 2) Exterior Coating: Zinc.
 - 3) Interior Coating: Zinc.

B. PVC-Coated-Steel Electrical Rigid Metal Conduit (ERMC-S-PVC), Elbows, Couplings, and Nipples:

1. Manufacturers:
 - a. Atkore – Calbond.
 - b. Plasti-bond RedH₂OT by Robroy Industries.
 - c. Ocal-Blue by ABB/Thomas & Betts.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 6, ANSI C80.1, and NEMA RN-1.
 - 2) PVC-Coated Steel Electrical Rigid Metal Conduit:
 - a) Shall be listed to UL 6 and manufactured in accordance with ANSI C80.1 and NEMA RN 1.
 - b) All installers shall be field-certified from the factory for installation and shall provide proof of certification upon request.

- c) Conduit shall be hot dip galvanized on the inside and outside covered by a protective zinc coating.
- d) Exterior PVC coating shall have a nominal thickness of 40 mil (0.040-inch) and interior Urethane coating shall have a nominal thickness of 2 mil (0.002-inch).
- e) Conduit shall be threaded on both ends.
- 3) Fittings for PVC-Coated Conduit:
 - a) Minimum coating thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
 - b) Conduit bodies must be Form 8 with an effective seal and a positive placement feature to ease and assure proper installation. Certified results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours must be available. Conduit bodies must be supplied with plastic-encapsulated stainless steel cover screws.
 - c) Form 2 inch long or one pipe diameter long, whichever is less, PVC sleeve at openings of female fittings, except unions. Inside sleeve diameter must be matched to outside diameter of metal conduit.
 - d) PVC coating on the outside of conduit couplings must be protected from tool damage during installation.
 - e) Female threads on fittings and couplings must be protected by urethane coating.
 - f) Fittings must be from same manufacturer as conduit.
 - g) Beam clamps and U bolts must be formed and sized to fit outside diameter of coated conduit. Plastic-encapsulated nuts must cover the exposed portions of threads.

2.3 TYPE PVC RACEWAYS AND FITTINGS

A. Schedule 40 Rigid PVC Conduit (PVC-40) and Fittings:

1. Applicable Standards:

- a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- b. General Characteristics:
 - 1) Reference Standards: UL 651 and UL Category Control Number DZYR.
 - 2) Dimensional Specifications: Schedule 40.

B. Schedule 80 Rigid PVC Conduit (PVC-80) and Fittings:

1. Applicable Standards:

- a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- b. General Characteristics:
 - 1) Reference Standards: UL 651 and UL Category Control Number DZYR.

2) Dimensional Specifications: Schedule 80.

C. Type A Rigid PVC Concrete-Encased Conduit (PVC-A) and Fittings:

1. Applicable Standards:

- a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- b. General Characteristics:

- 1) Reference Standards: UL 651 and UL Category Control Number DZYR.
- 2) Dimensional Specifications: Type A.

2.4 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Fittings for Type ERM and Type PVC Raceways:

1. Applicable Standards:

- a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- b. General Characteristics:

- 1) Reference Standards: UL 514B and UL Category Control Number DWTT.
- 2) Material: Steel.
- 3) Coupling Method: Raintight compression coupling with distinctive color gland nut.

c. Options:

- 1) Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

2.5 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

A. Applicable Standards:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and approved by authorities having jurisdiction for application to threaded conduit assemblies.

2. General Characteristics:

- a. Reference Standards: UL 2419 and UL Category Control Number FOIZ.

2.6 SOLVENT CEMENTS

A. Solvent Cements for Type PVC Raceways and Fittings:

1. Applicable Standards:

- a. General Characteristics:

- 1) Reference Standards: As recommended by conduit manufacturer in accordance with UL 514B and UL Category Control Number DWTT.

2.7 SURFACE METAL RACEWAYS AND FITTINGS

A. Surface Metal Raceways and Fittings with Metal Covers:

1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 5 and UL Category Control Number RJBT.
 - c. Options:
 - 1) Galvanized steel base with snap-on covers.
 - 2) Manufacturer's standard enamel finish.
 - 3) Wiring Channels: Multiple channels must be capable of housing a standard 20 to 30 A NEMA device flush within the raceway.

2.8 WIREWAYS AND AUXILIARY GUTTERS

A. Metal Wireways and Auxiliary Gutters:

1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 870 and UL Category Control Number ZOYX.
 - 2) Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
 - 3) Finish: Manufacturer's standard enamel finish.
 - c. Options:
 - 1) Degree of Protection: Type 3R unless otherwise indicated.
 - 2) Wireway Covers: Flanged-and-gasketed type unless otherwise indicated.

2.9 METALLIC OUTLET BOXES, DEVICE BOXES, AND COVERS

A. Metallic Outlet Boxes:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
 - c. Options:
 - 1) Material: Sheet steel.
 - 2) Sheet Metal Depth: Minimum 1.5 inch.
 - 3) Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to 50 lb.

B. Metallic Conduit Bodies:

1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

C. Metallic Device Boxes:

1. Description: Box with provisions for mounting wiring device directly to box.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
 - c. Options:
 - 1) Material: Sheet steel.
 - 2) Sheet Metal Depth: minimum 1.5 inch.

- 3) Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to 50 lb.

D. Metallic Concrete Boxes and Covers:

1. Description: Box intended for use in poured concrete.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

2.10 TERMINATION BOXES

- A. Description: Enclosure for termination base consisting of lengths of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors or both.
- B. Termination Boxes and Termination Bases for Installation on Line Side of Service Equipment:
 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 1773 and UL Category Control Number XCKT.
 - 2) Listed and labeled for installation on line side of service equipment.
- C. Termination Boxes and Termination Bases for Installation on Load Side of Service Equipment:
 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 1773 and UL Category Control Number XCKT.
 - 2) Listed and labeled for installation on load side of service equipment.

2.11 CABINETS, CUTOUT BOXES, JUNCTION BOXES, AND PULL BOXES

A. Indoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.

2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number CYIV.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 12.
- B. Indoor Sheet Metal Cutout Boxes:
1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.
 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number CYIV.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 12.
- C. Indoor Sheet Metal Junction and Pull Boxes:
1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number BGUZ.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 12.

D. Indoor Polymeric Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number BGUZ.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 12.

E. Outdoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number BGUZ.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 3R.

F. Outdoor Polymeric Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number BGUZ.
 - a) Non-Environmental Characteristics: UL 50.

- b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 3R.
- G. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Standard: Comply with SCTE 77.
 - 2. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 - 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 - 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 - 5. Cover Legend: Molded lettering, "ELECTRIC."
 - 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

2.12 COVER PLATES FOR DEVICES BOXES

- A. Metallic Cover Plates for Device Boxes:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - 2) Wallplate-Securing Screws: Metal with head color to match wallplate finish.
 - c. Options:
 - 1) Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
 - 2) Wallplate Material: Galvanized steel.

2.13 HOODS FOR OUTLET BOXES

- A. Extra-Duty, While-in-Use Hoods for Outlet Boxes:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:

- 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - 2) Marked "Extra-Duty" in accordance with UL 514D.
 - 3) Receptacle, hood, cover plate, gaskets, and seals comply with UL 498 Supplement SA when mated with box or enclosure complying with UL 514A, UL 514C, or UL 50E.
 - 4) Mounts to box using fasteners different from wiring device.
- c. Options:
- 1) Provide clear weatherproof, "while-in-use" cover.
 - 2) Manufacturer may combine nonmetallic device box with hood as extra-duty rated assembly.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Design-Builder for resolution of conflicting requirements.
- B. Outdoors:
1. Exposed Conduit: ERMIC.
 2. Concealed Conduit, Aboveground: ERMIC.
 3. Direct-Buried Conduit: PVC-40. PVC conduit under pavement or roadways shall be PVC-80
- C. Indoors:
1. Exposed and Subject to Physical Damage: ERMIC. Raceway locations include the following:
 - a. Electrical Building.
 2. Damp or Wet Locations: ERMIC.
- D. Stub-ups to Above Recessed Ceilings: Provide EMT, IMC, or ERMIC for raceways.
- E. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
1. ERMIC and IMC: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Design-Builder for resolution of conflicting requirements.
- B. Degree of Protection:
1. Outdoors:
 - a. **Type 3R** unless otherwise indicated.

2. Indoors:
 - a. Type 12 unless otherwise indicated.

3.3 INSTALLATION OF RACEWAYS

A. Installation Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Design-Builder for resolution of conflicting requirements.
2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
4. Comply with NECA NEIS 101 for installation of steel raceways.
5. Comply with NECA NEIS 102 for installation of aluminum raceways.
6. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
7. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
8. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4 inch trade size and insulated throat metal bushings on 1-1/2 inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
9. Raceway Terminations at Locations Subject to Moisture or Vibration:
 - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG. Install insulated throat metal grounding bushings on service conduits.

B. General Requirements for Installation of Raceways:

1. Complete raceway installation before starting conductor installation.
2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft. above finished floor.
3. Install no more than equivalent of three 90-degree bends in conduit run. Support within 12 inch of changes in direction.
4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
6. Support conduit within 12 inch of enclosures to which attached.

7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
8. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:
 - a. Where an underground service raceway enters a building or structure.
 - b. Conduit extending from interior to exterior of building.
 - c. Where otherwise required by NFPA 70.
9. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
10. Do not install conduits within 2 inch of the bottom side of a metal deck roof.
11. Keep raceways at least 6 inch away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
12. Cut conduit perpendicular to the length. For conduits 2 inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
13. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inch of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

C. Requirements for Installation of Specific Raceway Types:

1. Type ERMCA:
 - a. Do not install aluminum raceways or fittings in contact with concrete or earth.
2. Types ERMC:
 - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
3. Type ERMC-S-PVC:
 - a. Follow manufacturer's installation instructions for clamping, cutting, threading, bending, and assembly.
 - b. Provide PVC-coated sealing locknut for exposed male threads transitioning into female NPT threads that do not have sealing sleeves, including transitions from PVC couplings/female adapters to Type ERMC-S-PVC elbows in direct-burial applications. PVC-coated sealing locknuts must not be used in place of conduit hub. PVC-coated sealing locknut must cover exposed threads on Type ERMC-S-PVC raceway.

- c. Coat field-cut threads on PVC-coated raceway with manufacturer-approved corrosion-preventing conductive compound prior to assembly.
 - d. The PVC-coated rigid conduit manufacturer's touch-up compound shall be used on all conduit interior and exterior bare steel exposed because of nicks, cuts, abrasions, thread cutting, and reaming.
4. Type PVC:
- a. Do not install Type PVC conduit where ambient temperature exceeds 122 deg F. Conductor ratings must be limited to 75 deg C except where installed in a trench outside buildings with concrete encasement, where 90 deg C conductors are permitted.
 - b. Comply with manufacturer's written instructions for solvent welding and fittings.
- D. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.
- 1. ERMC-S-PVC: Provide only fittings listed for use with this type of conduit. Patch and seal joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Provide sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 2. EMT: Provide setscrew, steel fittings. Comply with NEMA FB 2.10.
 - 3. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.
- E. Expansion-Joint Fittings:
- 1. Install in runs of aboveground PVC that are located where environmental temperature change may exceed 30 deg F and that have straight-run length that exceeds 25 ft.. Install in runs of aboveground ERMC and EMT conduit that are located where environmental temperature change may exceed 100 deg F and that have straight-run length that exceeds 100 ft..
 - 2. Install type and quantity of fittings that accommodate temperature change listed for the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at locations where conduits cross building or structure expansion joints.

5. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- F. Raceways Penetrating Rooms or Walls with Acoustical Requirements:
1. Seal raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.

3.4 INSTALLATION OF SURFACE RACEWAYS

- A. Install surface raceways only where indicated on Drawings.
- B. Install surface raceway with a minimum 2 inch radius control at bend points.
- C. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inch and with no less than two supports per straight raceway section. Support surface raceway in accordance with manufacturer's written instructions. Tape and glue are unacceptable support methods.

3.5 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Refer to Section 260553 Identification for Electrical Systems for box labeling requirements.
- C. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- D. Locate boxes so that cover or plate will not span different building finishes.
- E. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
- F. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
- G. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- H. Set metal floor boxes level and flush with finished floor surface.
- I. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- J. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.
- K. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
- L. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:

1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
2. Provide gaskets for wallplates and covers.

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

3.8 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Round sleeves.
2. Rectangular sleeves.
3. Sleeve seal systems.
4. Sleeve seal fittings.
5. Grout.
6. Silicone Sealants

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 ROUND SLEEVES

A. Wall Sleeves, Steel:

1. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Pipe Sleeves, PVC:

1. Description: ASTM D1785, Schedule 40.

C. Sheet Metal Sleeves, Galvanized Steel, Round:

1. Description: Galvanized-steel sheet; thickness not less than 0.0239 inch; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 RECTANGULAR SLEEVES

A. Sheet Metal Sleeves, Galvanized Steel, Rectangular:

1. Description:

- a. Material: Galvanized sheet steel.
- b. Minimum Metal Thickness:
 - 1) For sleeve cross-section rectangle perimeter less than 50 inch and with no side larger than 16 inch, thickness must be 0.052 inch.
 - 2) For sleeve cross-section rectangle perimeter not less than 50 inch or with one or more sides larger than 16 inch, thickness must be 0.138 inch.

2.3 SLEEVE SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable or between raceway and cable.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Advance Products & Systems, Inc.
 - b. Metraflex Company (The).
 - c. Proco Products, Inc.
 - 2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Stainless steel.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.4 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. HOLDRITE.

2.5 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
 - 1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
 - 2. Design Mix: 5000 psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

2.6 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1 and NEMA VE 2 (for cable tray and cable penetrations).

3.2 Interior Penetrations of Non-Fire-Rated Walls and Floors:

1. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 2. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 3. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 4. Size pipe sleeves to provide 1/4 inch annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed.
 5. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 6. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:
 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for wall assemblies.
 - C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
 - D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal systems. Size sleeves to allow for 1 inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - E. Underground, Exterior-Wall and Floor Penetrations:
 1. Install steel pipe sleeves with integral waterstops. Size sleeves to allow for 1 inch annular clear space between raceway or cable and sleeve for installing sleeve seal system. Install sleeve during construction of floor or wall.

2. Install steel pipe sleeves. Size sleeves to allow for 1 inch annular clear space between raceway or cable and sleeve for installing sleeve seal system. Grout sleeve into wall or floor opening.

3.3 INSTALLATION OF RECTANGULAR SLEEVES AND SLEEVE SEALS

- A. Install sleeves in existing walls without compromising structural integrity of walls. Do not cut structural elements without reinforcing the wall to maintain the designed weight bearing and wall stiffness.
- B. Install conduits and cable with no crossings within the sleeve.
- C. Fill opening around conduits and cables with expanding foam without leaving voids.
- D. Provide metal sheet covering at both wall surfaces and finish to match surrounding surfaces. Metal sheet must be same material as sleeve.

3.4 INSTALLATION OF SLEEVE SEAL SYSTEMS

- A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Bands and tubes.
4. Tapes and stencils.
5. Tags.
6. Signs.
7. Cable ties.
8. Paint for identification.
9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME 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. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

1. Color shall be factory applied.
2. Colors for 240-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Ground: Green.
 - d. Neutral: White.
3. Color for Equipment Grounds: Bare copper, Green or Green with a yellow stripe.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs 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 (915 MM)."

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.

- c. Seton Identification Products.
- B. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.
 - c. Seton Identification Products.
 - 2. Marker for Labels: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 3. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- C. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.
 - c. Seton Identification Products.
 - 2. Minimum Nominal Size:
 - a. 1-1/2 by 6 inches for raceway and conductors.
 - b. 3-1/2 by 5 inches for equipment.
 - c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

- 1.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.
 - c. Seton Identification Products.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hellermann Tyton.
 - b. Ideal Industries, Inc.
 - c. Panduit Corp.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. Marking Services, Inc.
- C. Floor Marking Tape: 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Carlton Industries, LP.
 - b. Seton Identification Products.
- D. Underground-Line Warning Tape:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Ideal Industries, Inc.
 - c. Marking Services, Inc.
 - d. Seton Identification Products.
 - 2. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.

- c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
3. Color and Printing:
 - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
 - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
 4. Tag: Type I:
 - a. Pigmented polyolefin, bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Thickness: 4 mils.
 - d. Weight: 18.5 lb/1000 sq. ft.
 - e. Tensile according to ASTM D 882: 30 lbf and 2500 psi.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm)

2.6 TAGS

A. Write-on Tags:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Carlton Industries, LP.
 - b. Seton Identification Products.
2. Polyester Tags: 0.010 inch (0.25 mm) thck, with corrosion-resistant grommet and cable tie for attachment.
3. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.7 SIGNS

A. Laminated Acrylic or Melamine Plastic Signs:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. Marking Services, Inc.
2. Engraved legend.

3. Thickness:
 - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
 - b. For signs larger than 20 sq. in., 1/8 inch thick.
 - c. Engraved legend with white letters on a dark gray background.
 - d. Self-adhesive.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. HellermannTyton.
 2. Ideal Industries, Inc.
 3. Marking Services, Inc.
 4. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black, except where used for color-coding.
- C. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black.
- D. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
 1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D 638: 7000 psi.
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F.
 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain 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 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- K. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage.
- L. Vinyl Wraparound Labels:
 - 1. Secure tight to surface at a location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- M. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

- N. Self-Adhesive Labels:
1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 2. 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.
- O. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- P. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- Q. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- R. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- S. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- T. Underground Line Warning Tape:
1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
 2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- U. Write-on Tags:
1. Place in a location with high visibility and accessibility.
 2. Secure using cable ties.
- V. Baked-Enamel Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on minimum 1-1/2-inch- high sign; where two lines of text are required, use signs minimum 2 inches high.
- W. Metal-Backed Butyrate Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on minimum 1-1/2-inch- high sign; where two lines of text are required, use signs minimum 2 inches high.
- X. Laminated Acrylic or Melamine Plastic Signs:
1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on minimum 1-1/2-inch- high sign; where two lines of text are required, use signs minimum 2 inches high.
- Y. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service and Feeder Circuits, 100A and 120 V to Ground and greater: Identify with self-adhesive raceway labels.
 1. Locate identification 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.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage.
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels self-adhesive vinyl tape to identify the phase.
 1. Locate identification 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. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

- H. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Controls with external control power connections.
- K. Arc Flash Warning Labeling: Self-adhesive labels.
 - 1. Comply with NFPA 70E and ANSI Z535.4.
- L. Operating Instruction Signs: Self-adhesive labels.
- M. Equipment Identification Labels:
 - 1. Indoor Equipment: Self-adhesive label.
 - 2. Outdoor Equipment: Stenciled legend 4 inches high.

3.3 BOX IDENTIFICATION

- A. All boxes shall be labeled with permanent, machine printed nameplates using a label maker. Handwritten labels are not acceptable. Nameplates shall indicate circuit or load served, as well as the power source and highest voltage present on any conductor.

END OF SECTION 260553

SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

1.2 SUMMARY

- A. Section Includes:
 - 1. Time switches.
 - 2. Photoelectric switches.
 - 3. Lighting contactors.
- B. Related Requirements:
 - 1. Section 262726 "Wiring Devices" for manual light switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Interconnection diagrams showing field-installed wiring.
 - 2. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace lighting control devices that fail(s) in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TIME SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Cooper Industries, Inc.
 - 2. Intermatic, Inc.
 - 3. Invensys Controls.
 - 4. Leviton Manufacturing Company, Inc.

2.2 OUTDOOR PHOTOELECTRIC SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Cooper Industries, Inc.
 - 2. Intermatic, Inc.
 - 3. Leviton Manufacturing Company, Inc.
- B. Description: Solid state, with DPST dry contacts rated for 1000 W incandescent, to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A, and compatible with ballasts and LED lamps.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range, and a directional lens in front of the photocell to prevent fixed light sources from causing turn-off.

3. Time Delay: Fifteen-second minimum, to prevent false operation.
 4. Surge Protection: Metal-oxide varistor.
 5. Mounting: Twist lock complies with NEMA C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.
 6. Failure Mode: Luminaire stays ON.
- C. Description: Solid state; one set of NO dry contacts rated for 24 V ac at 1 A, to operate connected load, complying with UL 773, and compatible with luminaire or power pack or lighting control panelboard.
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
 3. Time Delay: Thirty-second minimum, to prevent false operation.
 4. Mounting: 1/2-inch threaded male conduit.
 5. Failure Mode: Luminaire stays ON.
6. Power Pack: Digital controller capable of accepting four RJ45 inputs with two outputs rated for 20-A incandescent or LED load at 120- and 277-V ac, for 16-A ballast or LED at 120- and 277-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, Class 2 power source, as defined by NFPA 70.
 - a. With integral current monitoring.
 - b. Compatible with digital addressable lighting interface.
 - c. Plenum rated.

2.3 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. ABB.
 2. Allen-Bradley/Rockwell Automation.
 3. ASCO.
 4. Eaton.
 5. Leviton Manufacturing Company, Inc.
 6. Schneider Electric USA (Square D).
- B. Description: Electrically operated and electrically held, combination-type lighting contactors with nonfused disconnect, complying with NEMA ICS 2 and UL 508.

1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less THD of normal load current).
2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
3. Enclosure: Comply with NEMA 250.
4. Provide with control and pilot devices as scheduled, matching the NEMA type specified for the enclosure.

2.4 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.
- C. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- D. Install and aim sensors in locations to achieve not less than 90-percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- E. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.2 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch.
- B. Wiring within Enclosures: Separate power-limited and nonpower-limited conductors in accordance with conductor manufacturer's written instructions.
- C. Size conductors in accordance with lighting control device manufacturer's written instructions unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.3 IDENTIFICATION

- A. Identify components and power and control wiring in accordance with Section 260553 "Identification for Electrical Systems."
- B. Label time switches and contactors with a unique designation.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Lighting control devices will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.5 ADJUSTING

- 1. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.

END OF SECTION 260923

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

- A. MCCB: Molded-case circuit breaker.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.
 - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 7. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 FIELD CONDITIONS

- A. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
 - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

1.7 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

- 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 1.
- C. Comply with NFPA 70.
- D. Enclosures: Flush and Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Locations: NEMA 250, Type 12.
 - 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 - 3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
- E. Incoming Mains Location: Convertible between top and bottom
- F. Phase, Neutral, and Ground Buses: Tin-plated aluminum.
- G. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: Tin-plated aluminum.
 - 2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 - 3. Ground Lugs and Bus-Configured Terminators: Compression type, with a lug on the bar for each pole in the panelboard.
 - 4. Feed-Through Lugs: Compression type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device. See schedules on plans.

- H. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices.
- I. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- J. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton.
 - 2. Siemens Industry, Inc., Energy Management Division.
 - 3. Square D; by Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: Circuit breaker or lugs only - See schedule on plans.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton.
 - 2. Siemens Industry, Inc., Energy Management Division.
 - 3. Square D; by Schneider Electric.
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. 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. MCCB Features and Accessories:

- a. Standard frame sizes, trip ratings, and number of poles.
- b. Breaker handle indicates tripped status.
- c. UL listed for reverse connection without restrictive line or load ratings.
- d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
- e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
- f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
- h. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- i. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.4 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NECA 407.
- C. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box.
- E. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- F. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- G. Install filler plates in unused spaces.

3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers 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.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 262713 - ELECTRICITY METERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes work to accommodate utility company revenue meters.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An NRTL.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of metering equipment that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Cost to repair or replace any parts for two years from date of Substantial Completion.

1.6 COORDINATION

- A. Electrical Service Connections: Coordinate with utility companies and utility-furnished components.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 916.

2.2 UTILITY METERING INFRASTRUCTURE

- A. Install metering accessories furnished by the utility company, complying with its requirements.
- B. Utility-Furnished Meters: Installed by the Utility.
- C. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.

- D. Meter Sockets:
 - 1. Comply with requirements of electrical-power utility company.
 - 2. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Meters furnished and installed by utility company. Install raceways and equipment according to utility company's written instructions. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to switchboard installation requirements in NECA 400.
- D. Install arc-flash labels as required by NFPA 70.
- E. Wiring Method:
 - 1. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- F. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

END OF SECTION 262713

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Receptacles., 125 V, 20 A.
 - 2. GFCI receptacles, 125 V, 20 A.
 - 3. Wall switches.
 - 4. Wall plates.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

1.3 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: As selected by Design-Builder unless otherwise indicated or required by NFPA 70 or device listing. Multiple colors for Designer devices may be required.
 - 2. Wiring Devices Connected to Essential Electrical System: Red.

- 3. SPD Devices: Blue.
- F. Wall Plate Color: For plastic covers, match device color.
- G. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GFCI RECEPTACLES, 125 V, 20 A

- A. Duplex GFCI Receptacles, 125 V, 20 A :
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 - 2. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding. Designer Face.
 - 3. Configuration: NEMA WD 6, Configuration 5-20R.
 - 4. Type: Feed through.
 - 5. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.
- B. Tamper-Resistant Duplex GFCI Receptacles, 125 V, 20 A:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 - 2. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Rectangular face.
 - 3. Configuration: NEMA WD 6, Configuration 5-20R.
 - 4. Type: Feed through.
 - 5. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.
 - 6. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" Article.
- C. Tamper- and Weather-Resistant, GFCI Duplex Receptacles, 125 V, 20 A:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Rectangular face.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Type: Feed through.
5. Standards: Comply with UL 498 and UL 943 Class A.
6. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" and "Receptacles in Damp or Wet Locations" articles.

2.3 DECORATOR-STYLE DEVICES, 20 A

A. Decorator Duplex Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
2. Description: Two pole, three wire, and self-grounding. Square face.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Standards: Comply with UL 498.

B. Decorator Tamper-Resistant Duplex Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
2. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Standards: Comply with UL 498.
5. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" Article.

C. Decorator, Tamper- and Weather-Resistant, Duplex Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
2. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.

3. Configuration: NEMA WD 6, Configuration 5-20R.
 4. Standards: Comply with UL 498.
 5. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" and "Receptacles in Damp or Wet Locations" articles.
- D. Decorator Single-Pole Switches, 120/277 V, 20 A:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 2. Comply with UL 20.

2.4 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material shall be galvanized steel.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant thermoplastic with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 3. Install wiring devices after all wall preparation, including painting, is complete.
- C. Device Installation:
 1. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- D. Receptacle and Switch Labeling Requirements:

1. Individual labels shall be placed on the back of all switch faceplates and receptacle faceplates indicating the panel and circuit from which the device is fed. Labels shall be permanent, machine printed using a label maker. Handwritten labels are not allowed.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the left.
 2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Enclosed switches.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
 - 1. Type RK-1: 250-V, zero- to 600-A rating, 200 kAIC.
 - 2. Type RK-5: 250-V, zero- to 600-A rating, 200 kAIC.
- B. 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.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.2 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Molded-case circuit breakers (MCCBs).
 - 4. Molded-case switches.
 - 5. Enclosures.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.
- B. Shop Drawings: For enclosed switches and circuit breakers.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
 - 2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
 - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company.
 - 3. Siemens Industry, Inc.
 - 4. Square D; by Schneider Electric.
- B. Type HD, Heavy Duty:
 - 1. Single throw.
 - 2. Three pole.
 - 3. 240-V ac.
 - 4. 1200 A and smaller.
 - 5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses.
 - 6. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 - 4. Service-Rated Switches: Labeled for use as service equipment.

2.3 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company.
 - 3. Siemens Industry, Inc.
 - 4. Square D; by Schneider Electric.
- B. Type GD, General Duty, Three Pole, Single Throw, 240-V ac, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Three Pole, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

2.4 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company.
 - 3. Siemens Industry, Inc.
 - 4. Square D; by Schneider Electric.
- B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.
- C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

- D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated or series rated as indicated on the Drawings. Circuit breaker/circuit breaker or Fuse/circuit breaker combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations. Any series rated combination used shall be marked on the end-use equipment along with the statement "Caution - Series Rated System. _____ Amps Available. Identical Replacement Component Required."
- E. MCCBs shall be equipped with a device for locking in the isolated position.
- F. Lugs shall be suitable for 140 deg F rated wire on 125-A circuit breakers and below.
- G. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.
- H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal 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.
- I. Features and Accessories:
 1. Standard frame sizes, trip ratings, and number of poles.
 2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.

2.5 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1), gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12) or a brush finish on Type 304 stainless steel (NEMA 250 Type 4-4X stainless steel).
- C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts.
- D. Operating Mechanism: The circuit-breaker operating handle shall be directly operable through the front cover of the enclosure (NEMA 250 Type 1) or directly operable through the dead front trim of the enclosure (NEMA 250 Type 3R). The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

- E. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
 - 1. Indoor Locations: NEMA 250, Type 12.
 - 2. Outdoor Locations: NEMA 250, Type 3R or Type 4X.

3.2 INSTALLATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions:
 - 1. Notify Design-Builder no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Comply with NFPA 70E.
- B. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- C. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- E. Install fuses in fusible devices.
- F. Comply with NFPA 70 and NECA 1.
- G. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573.16 "Coordination Studies."

3.3 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

- a. Inspect physical and mechanical condition.
- b. Inspect anchorage, alignment, grounding, and clearances.
- c. Verify that the unit is clean.
- d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
- e. Verify that fuse sizes and types match the Specifications and Drawings.
- f. Verify that each fuse has adequate mechanical support and contact integrity.
- g. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
- h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
- i. Verify correct phase barrier installation.
- j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

C. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

- a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
- b. Inspect physical and mechanical condition.
- c. Inspect anchorage, alignment, grounding, and clearances.
- d. Verify that the unit is clean.
- e. Operate the circuit breaker to ensure smooth operation.

- f. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
 - g. Inspect operating mechanism, contacts, and chutes in unsealed units.
 - h. Perform adjustments for final protective device settings in accordance with the coordination study.
- 2. Electrical Tests:
 - 3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
 - E. Prepare test and inspection reports.
 - 1. Test procedures used.
 - 2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
 - 3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.4 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

1.5 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.

D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE SUPPRESSOR

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. ABB USA.
2. Eaton.
3. Leviton Manufacturing Co., Inc.
4. Liebert; a brand of Emerson Electric Co.
5. Schneider Electric USA, Inc.
6. Square D; by Schneider Electric.

B. SPDs: Comply with UL 1449, Type 2.

1. SPDs with the following features and accessories intended for installation on the load side of the main distribution panel. Install outside the panelboard:
 - a. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
 - b. Indicator light display for protection status.

C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 200 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

D. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 800 V.
3. Line to Line: 1200 V.

E. SCCR: Equal or exceed 200 kA.

F. I nominal Rating: 20 kA.

G. SPD shall include the following features:

1. Audible diagnostic monitoring by way of an audible alarm function
2. One set of NO/NC dry contacts for alarm conditions

2.3 ENCLOSURES

A. Indoor Enclosures: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Complete startup checks according to manufacturer's written instructions. Energize SPDs after power system has been energized, stabilized, and tested.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
 - 2. Inspect anchorage, alignment, grounding, and clearances.
 - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - 2. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- B. Shop Drawings: For nonstandard or custom luminaires.
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.6 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Ambient Temperature: 41 to 104 deg F.
 - 1. Relative Humidity: Zero to 95 percent.
- B. Altitude: Sea level to 2000 feet.

2.2 LUMINAIRE REQUIREMENTS

- 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. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter, shape, size, wattage, and coating.
 - c. CCT and CRI.
- C. Recessed luminaires shall comply with NEMA LE 4.
- D. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.

2.3 FIXTURE TYPES: See Schedule on plans.

2.4 MATERIALS

- A. Metal Parts:
 - 1. Free of burrs and sharp corners and edges.
 - 2. Sheet metal components shall be steel unless otherwise indicated.
 - 3. Form and support to prevent warping and sagging.
- B. Steel:
 - 1. ASTM A36/A36M for carbon structural steel.
 - 2. ASTM A568/A568M for sheet steel.
- C. Stainless Steel:
 - 1. Manufacturer's standard grade.
 - 2. Manufacturer's standard type, ASTM A240/240M.
- D. Galvanized Steel: ASTM A653/A653M.
- E. Aluminum: ASTM B209.

2.5 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.6 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gage.
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

- E. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.2 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 265119

SECTION 265668 - EXTERIOR ATHLETIC LIGHTING

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin State Electrical Code (SPS 316), the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA).
- B. All Division 26 work shall be done under the direction of a currently certified State of Wisconsin Certified Master Electrician.

1.2 SUMMARY

- A. Section includes lighting for the following outdoor sports venues:
 - 1. Baseball fields.
- B. This specification also includes information on the Bid Alternate for this project. As part of the Bid Alternate, Contractor shall install Owner-furnished, direct-bury wooden light poles and provide mounting hardware as required to mount exterior athletic lighting as specified herein and shown on the Contract Documents.

1.3 DEFINITIONS

- A. Coefficient of Variation (CV): A statistical measure of the weighted average of all relevant illumination values for the playing area, expressed as the ratio of the standard deviation for all illuminance values to the mean illuminance value.
- B. Fixture: See "Luminaire."
- C. Illuminance: The metric most commonly used to evaluate lighting systems. It is the density of luminous flux, or flow of light, reaching a surface divided by the area of that surface.
 - 1. Horizontal Illuminance: Measurement in foot-candles, on a horizontal surface 36 inches above ground unless otherwise indicated.
 - 2. Target Illuminance: Average maintained illuminance level, calculated by multiplying initial illuminance by LLF.

- D. LC: Lighting Certified.
- E. Light-Loss Factor (LLF): A factor used in calculating the level of illumination after a given period of time and under given conditions. It takes into account temperature, dirt accumulation on the luminaire, lamp depreciation, maintenance procedures, and atmospheric conditions. An LLF includes a recoverable light-loss factor.
- F. Luminaire: A complete lighting unit, internally lighted exit sign, or emergency lighting unit. Luminaires include lamps and the parts required to distribute light, position and protect lamps, and connect lamps to power supply. Note that "fixture" and "luminaire" may be used interchangeably and the "IES Lighting Handbook" uses "luminaire" over "fixture."
- G. Pole: Luminaire support structure, including tower used for large area illumination.

1.4 ACTION SUBMITTALS

- A. Product Data:
 1. For each type of lighting product.
- B. Delegated-Design Submittal: For exterior athletic lighting indicated to comply with performance requirements and design criteria, including analysis data.
 1. Drawings and specifications for construction of lighting system.
 2. Manufacturer's determination of LLF used in design calculations.
 3. Lighting system design calculations for the following:
 - a. Target illuminance.
 - b. Point calculations of horizontal illuminance and CV at minimum grid size and area.
 - c. Point calculations of horizontal illuminance in indicated areas of concern for spill light.
 4. Electrical system design calculations for the following:
 - a. Total connected and estimated peak-demand electrical load of lighting system.
 - b. Capacity of feeder required to supply lighting system.
 5. Wiring requirements, including required conductors, cables, and wiring methods.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

- B. Sample warranty.
- C. Product Certificates:
 - 1. For support structures, including brackets, arms, appurtenances, bases, anchorages, and foundations.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of luminaires, lamps, and luminaire alignment products and to correct misalignment that occurs subsequent to successful acceptance tests. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, and unauthorized repairs and alterations from special warranty coverage.
- B. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

- A. Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Wisconsin Lighting Lab, Inc. (WiLL), or approved equal.
- B. The drawings and specifications were prepared based on WiLL. Contractor shall include in the Bid and shall be responsible for the cost of any changes to accommodate other equipment including but not limited to structural, electrical, or civil work. Contractor shall also pay additional costs necessary for revision of drawings and/or specifications by Architect or Engineer.

2.2 PERFORMANCE REQUIREMENTS

- A. Illumination Criteria:
 - 1. Minimum average target illuminance level for each lighted area for each sports venue and for the indicated class of play in accordance with IES RP-6.
 - 2. CV and maximum-to-minimum uniformity ratios for each lighted area equal to or less than those listed in IES RP-6 for the indicated class of play.

3. UG levels within each lighted area equal to or less than those listed in IES RP-6 for the indicated speed of sport.
- B. Illumination Calculations: Computer-analyzed point method complying with IES RP-6 to optimize selection, location, and aiming of luminaires.
1. Grid Pattern Dimensions: For playing areas of each sport and areas of concern for spill-light control, correlate and reference calculated parameters to the grid areas. Each grid point represents the center of the grid area defined by the length and width of the grid spacing.
 2. Spill-Light Control: Minimize spill light for each playing area on adjacent and nearby areas.
 3. Glare Control: The baseball field shall use only downward-facing, full cut-off lens lighting, with same or less intensity than the replaced lighting for it's baseball field. All new lighting shall be directed away from woodlands located to the west and north of Ridgeway Park and fields. The definition for full cut-off lens is "zero intensity at or above horizontal (90° above nadir) and limited to a value not exceeding 10% of lamp lumens at or above 90°" (definition from Illuminating Engineering Society of North America).
 4. Determine LLF in accordance with IES RP-6 and manufacturer's test data.
 - a. LLF shall not be higher than 70 percent and may be lower when determined by manufacturer after application of the ballast output and optical system output in accordance with IES RP-6.
- C. Baseball Fields:
1. IES RP-6: Class III – 50/30 fc .
 2. Speed of Sport: Moderate.
 3. Grid Pattern Dimensions: 30 by 30 feet.
- D. Lighting Control: Providing the following functions, integrated into a single control station:
1. Control Station: Master switch, manual push-button controls, and system status indicator lights.
 2. Timer with 2-minute dim warning.
 3. Sunrise, sunset, and/or time-triggered lighting events.
 4. Recurring events (daily/weekly).
 5. Calendar event scheduling.
- E. Electric Power Distribution Requirements:
1. Electric Power: 240 V; single-phase.

2. Maximum Total Voltage Drop from Source to Load: 5 percent, including voltage drops in branch circuit, subfeeder, and feeder. Refer to wiring sizes on drawings for additional information.

2.3 LUMINAIRES, LAMPS, AND BALLASTS

- A. Luminaires: Will WS-PKG-KBX Package with pre-aimed KB8 LED fixtures and aluminum cross arms. This shall include the following:
 1. WS-KB8-940-57-MV-5N-BK-APY-WHP15NP.
 2. WS-PDH.
 3. WS-RPCE-8W-X-MV-LG-PBS.
 4. NP-A-ACr-BTP-4/2-STUD-180-SBF.
 5. WS-GFX.
- B. Listed and labeled, by an NRTL acceptable to authorities having jurisdiction, for compliance with UL 1598 for installation in wet locations.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without using tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent their accidental falling during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lens.
- D. Exposed Hardware: Stainless steel latches, fasteners, and hinges.
- E. Spill-Light Control Devices: Internal louvers and external baffles furnished by manufacturer and designed for secure attachment to specific luminaire.

2.4 POWER DISTRIBUTION AND CONTROL

- A. Electrical Enclosures Exposed to Weather: NEMA 250, Type 3R enclosure constructed from corrosion-resistant material, with hinged doors fitted with padlock hasps or lockable latches.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Wiring Method: Install cables in raceways, except when cables are installed within boxes and on poles. Conceal raceways and cables.

1. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.
- C. Protect equipment during installation to prevent corrosion.
- D. Install controls and ballast housings in cabinets mounted on support structure at heights recommended by manufacturer.
- E. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- F. Light Poles (Bid Alternate only):
1. Install direct-bury wooden poles and other structural units level, plumb, and square.
 2. Unless otherwise specified in the Contract Documents, the setting depths for poles shall be equal to or greater than 10% of the pole size, plus 2 feet.
 3. The holes shall be at least three times larger than the butt diameter of the pole and shall be as large at the bottom of the hole at the top. The pole shall be minimum 6 inches deeper than the required pole burial depth.
 4. After setting, poles shall be backfilled with 3/8-inch limestone traffic bond. The backfill shall be mechanically tamped in 6-inch layers to 6 inches above the top of the hole. Continuous backfilling is not allowed while tamping is in progress. Contractor shall dispose of all excess soil.
 5. The structures shall be erected plumb. After project completion, Contractor shall be responsible for adjusting pole plumbness as requested by Owner for 1-year after Substantial Completion.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. After installing sports lighting system and after electrical circuits have been energized, perform proof-of-performance field measurements and analysis for compliance with requirements.
 2. Playing and Other Designated Areas: Make field measurements at intersections of grids, dimensioned and located as specified in "Performance Requirements" Article and as described below:
 - a. Baseball Fields: Measure at least 16 points of the infield and 57 points of the outfield.

3. Make field measurements at established test points in areas of concern for spill light and glare.
 4. Perform analysis to demonstrate correlation of field measurements with specified illumination quality and quantity values and corresponding computer-generated values that were submitted with engineered design documents. Submit a report of the analysis. For computer-generated values, use manufacturer's lamp lumens that are adjusted to lamp age at time of field testing.
- B. Correction of Illumination Deficiencies for Playing Areas: Make corrections to illumination quality or quantity, measured in field quality-control tests, that varies from specified illumination criteria by plus or minus 10 percent.
1. Add or replace luminaires; change mounting height and aiming; or install louvers, shields, or baffles.
 2. If luminaires are added or mounting height is changed, revise aiming and recalculate and modify or replace support structures if indicated.
 3. Retest as specified above after repairs, adjustments, or replacements are made.
 4. Report results in writing.
- C. Correction of Excessive Illumination in Spill-Light-Critical Areas: If measurements indicate that specified limits for spill light are exceeded, make corrections to illumination quantity, measured in field quality-control tests, that reduce levels to within specified maximum values.
1. Replace luminaires; change mounting heights and revise aiming; or install louvers, shields, or baffles.
 2. If mounting height is changed, revise aiming and recalculate and modify or replace support structures if indicated.
 3. Retest as specified above after repairs, adjustments, or replacements are made.
 4. Report results in writing.
- D. Sports lighting will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 265668